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Shiawassee



A TRUE COPY

AGREEMENT BETWEEN
THE COUNTY OF SHIAWASSEE
and the
FRATERNAL ORDER OF POLICE
SHIAWASSEE VALLEY LODGE NO. 137 - Shiawassee County Division

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Shia Valley Lodge 137
Fraternal Order of Police
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PREFACE

The county and Lodge 137 of the Fraternal Order of Police recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The county and the Lodge recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, national origin, age, sex, marital status or number of dependents.

A G R E E M E N T

THIS AGREEMENT is entered into this 26th day of June, 1972 between the County of Shiawassee, hereinafter referred to as the "EMPLOYER" and the Fraternal Order of Police, Shiawassee Valley Lodge No. 137 - Shiawassee County Division, hereinafter referred to as the "LODGE". It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE I

RECOGNITION OF THE LODGE

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of MSA 17.455 (1) MCLA 423.201, the Employer hereby recognizes the Fraternal Order of Police as the sole and exclusive bargaining agent.

SECTION 2. Definition of the Bargaining Unit. The bargaining unit consists of all regular, full-time employees of the sheriff department of the county of Shiawassee whose positions are classified as Deputy Sheriff, male and female, detective and sergeant. All other employees in this department are excluded from recognition in this bargaining unit such as employees in position classified as Sheriff and Undersheriff.

ARTICLE II
MANAGEMENT RIGHTS

SECTION 1. Management will not discriminate against any employee because of his or her membership in the Lodge.

SECTION 2. Rules of conduct not inconsistent herewith in effect at the date of this agreement are evidenced by a pamphlet entitled Rules and Regulations of the Shiawassee County Sheriff Department dated 1969 are incorporated herein by reference, shall be continued. Management shall have the right to amend, supplement or add to said rules during the term of this agreement. Such rules shall be reasonable and shall relate to the proper performance of a police officer's duties and shall not be applied in a discriminatory manner. All rules enacted after this date shall be subject to the grievance procedure of this contract.

ARTICLE IV

LODGE BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Lodge will include not more than four (4) representatives. These representatives shall be composed of three (3) members of the Lodge and one (1) non-lodge member. The Lodge will furnish the Employer with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting and substitute changes thereto, if necessary.

ARTICLE III

MANAGEMENT SECURITY

SECTION 1. The parties to this agreement mutually recognize that the services performed by employees covered by this agreement are services essential to the public health, safety and welfare. The Lodge therefore agrees to be bound by the laws of the state of Michigan and the terms of this contract, to the extent that said terms do not conflict with the laws of the state of Michigan.

ARTICLE V
PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this agreement. All departmental policies shall be in writing.

ARTICLE VI

AGENCY SHOP PROVISIONS

A. Employees covered by this agreement at the time it becomes effective and who are members of the Lodge at that time shall be required as a condition of continued employment to continue membership in the Lodge for the duration of this agreement.

B. Employees covered by this agreement who are not members of the Lodge at the time it becomes effective shall be required as a condition of continued employment to become members of the Lodge for the duration of this agreement on or before the 10th day after the 30th day following such effective date or pay to the Lodge a sum equivalent to the initiation fee and membership dues as a charge for representation services.

C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Lodge for the duration of this agreement on or before the 10th day after the 30th day following the bargaining of their employment in the unit or pay to the Lodge a sum equivalent to the initial fee and membership dues as a charge for representation services.

D. An employee who shall tender an initial fee (if not already a member) and the periodical dues or a sum equivalent to the initial fee and periodical dues uniformly required of all employees in the bargaining units that are represented by the Lodge shall be determined to meet the conditions of this agreement.

E. Employees of the bargaining units that are represented by the Lodge shall be determined to be in compliance with this Lodge security clause if they are not more than 60 days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

F. The Employer shall be notified in writing by the Lodge of any employees in the bargaining units that are represented by the Lodge who are 60 days in arrears in payment of the membership dues or the sum equivalent.

G. The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Article or from complying with any request for termination of this Article.

ARTICLE VII

LODGE SECURITY AND CHECK-OFF

SECTION 1. The Employer will not discriminate against any employee because of membership in the Lodge.

SECTION 2. Check-Off.

A. The Employer agrees to deduct from the regular monthly pay of each employee of the bargaining unit the Lodge's dues for the following month subject to all of the following subsections:

B. The Lodge shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal laws concerning that subject, or any interpretations made thereof.

C. The Lodge shall exclusively use the following Check-Off Authorization Form as herein provided for:

Check-Off Authorization Form

Fraternal Order of Police, Lodge #137

County of Shiawassee

Corunna, Michigan

I hereby request and authorize you to deduct from wages hereafter earned by me while in the county's employ, my association dues of \$ _____ per month. The amount deducted shall be paid to the treasurer of the Lodge, according to the agreement reached between the Employer and the Lodge.

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

Print: Rank Last Name First Name Middle Initial

Signature _____

Date deduction is to start Address _____

Month Year City _____ State _____

D. All Check-Off Authorization Forms shall be filed with the Employer who may return any incompleated, or incorrectly completed Form to the Lodge's treasurer, and no check-off shall be made until such deficiency is corrected.

E. The Employer shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Lodge.

F. The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

G. The Lodge agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employees

pay of Lodge dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Lodge.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1. For the purpose of this agreement, "Grievance" shall mean any dispute regarding, interpretation or alleged violation of the terms and provisions of this agreement and the rules and regulations of the department.

SECTION 2. If an employee has a grievance; he may first discuss it with the Sheriff. If the employee is dissatisfied with the answer of the Sheriff, he may, within five (5) days from the date of the alleged grievance submit his grievance in writing to the Sheriff setting forth the Article and Section of the agreement against which he is alleging or the rule and regulation against which he is alleging and the reason for his grievance together with his suggested remedy. The grievance as submitted to the Sheriff shall be accepted and signed by the Sheriff as being received. The Sheriff shall answer the grievance within seven (7) days from its being submitted.

SECTION 3. If the aggrieved employee is dissatisfied with the written answer of the Sheriff, he shall communicate his dissatisfaction to the president of the lodge who shall then decide whether or not to take the matter to the Board of Commissioners in accordance with Section 4 herein.

SECTION 4. That in the event said grievance is not settled by the Sheriff's disposition, the grievance shall be submitted to the proper committee of the Board of Commissioners for its presentation to the Board, if it is a matter in which the Board of Commissioners has legal power to act, and the Board of Commissioners shall act upon said grievance within forty-five (45) working days of its receipt by the committee.

SECTION 5. Arbitration, if necessary, shall follow the form and procedures as set forth in Act 379 of the Public Acts of 1969, as amended, MCLA 423.201. If the state of Michigan refuses to pay its one-third (1/3) prorated share, the parties agree to distribute the cost of arbitration equally.

ARTICLE IX
HOURS AND RATES OF PAY

SECTION 1. Work Day, Work Week and Hours.

Employees covered hereby are required to be on duty a minimum of eight (8) continuous hours during each scheduled duty day, excepting as excused by the Employer. A work week shall consist of five (5) calendar work days as defined above.

Employees covered hereby shall receive an annual salary for their work as defined in paragraph 1 of this section.

SECTION 2. Overtime. An employee shall be compensated for all hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week at his regular hourly rate or receive comp. time at the employee's option if agreeable with the Sheriff.

SECTION 3. Call in Time. Any employee who is required by the Employer to report to work on his day off, and prior to the commencement of his next tour of regularly scheduled duty shall be entitled to and receive a minimum of three (3) hours compensation which shall be computed at his regular rate then existing; provided, however, that the position of Matron Deputy shall be excluded from the provisions provided for herein and that said position shall not be entitled to "Call in Time." There shall be no minimum where required to remain on duty following a regular tour of duty.

SECTION 4. Court Time. Any employee required to attend Court or Administrative hearings for any reason related to his employment as a Law Enforcement Officer for Shiawassee County outside of his regular working hours shall receive no compensation other than subpoena fees.

ARTICLE X
LONGEVITY PAY

SECTION 1. Each employee shall receive the following
Longevity Pay:

- A. Upon completion of five years continuous service,
\$200.00.
- B. Upon completion of ten years continuous service,
\$300.00.
- C. Upon completion of fifteen years continuous service,
\$400.00.
- D. Upon completion of twenty years continuous service,
\$500.00.

This shall be paid in accordance with the present
Longevity Plan the county now has.

ARTICLE XI

INSURANCE

SECTION 1. False Arrest Insurance. That insurance coverage relating to false arrest and other acts of an employee while in the course of his duties as presently provided shall be continued and the cost thereof shall be borne by the Employer.

SECTION 2. The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Section 3. Should the Employer fail to obtain the insurance coverage set forth above, it shall be deemed by this contract to have a self-insurer, and will protect

said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

ARTICLE XII

PENSION

SECTION 1. That each employee's pension and/or pension rights shall be as provided by the Michigan Municipal Employees Retirement Act, as amended.

ARTICLE XIII

PROBATIONARY PERIOD

SECTION 1. When a new employee is hired in the unit, he may be considered as a probationary employee for the first six (6) months of his continuous, regular, full-time employment. The Lodge shall represent probationary employees for all purposes including but not limited to rates of pay, wages, hours of employment, discipline, layoff, grievance, and arbitration procedures; provided, however, after six (6) months continuous, regular, full-time employment the employee may not be dismissed without written notice setting forth the specific reasons for dismissal and if the Lodge believes that said termination is unjustified, a special meeting may be called to review the action. If the Employer and the Lodge reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the provisions of this contract. An employee is presumed to have terminated his probationary period and obtain full-time officer status at the end of six (6) months unless the Employer notifies him to the contrary after which the Employer is allowed one 6-month extension of probation period.

ARTICLE XIV

SICK LEAVE

SECTION 1. Each employee shall be entitled to and accrue sick leave equal to one day per month of service and he shall be allowed to accumulate said sick leave up to 120 days. It is further agreed that upon an employee terminating his employment through retirement or for any cause not in violation of departmental rules and regulations, he shall be paid for 50% of his accumulated sick days at his rate of pay then existing; provided however, upon an employee terminating his employment for reasons personal to him, he shall not be entitled to receive payment for 50% of accumulated sick days without prior approval of the Employer.

SECTION 2. Upon an employee being absent in excess of three (3) days due to illness, the Sheriff may require the employee to secure a medical report regarding his illness.

SECTION 3. Accident or injury leave. That in the event the employee is injured in the course of his employment, he shall be entitled to and receive the difference between his regular rate of compensation and any benefits paid through Workmen's Compensation while said disability exists; provided, however, that said employee shall be entitled to said benefits for a maximum of 26 weeks.

ARTICLE XV

HOSPITALIZATION

SECTION 1. The Employer shall, at no cost to the employee, provide each employee with Blue Cross/Blue Shield Hospitalization. Said coverage shall include what is commonly referred to as the ML rider. It is further agreed that the Employer shall pay one-half (1/2) the cost of including an employee's family in the coverage.

ARTICLE XVI

VACATION

SECTION 1. Each employee shall accrue and be entitled to vacation time according to the following schedule:

1. Upon completion of one year of service - five working days.
2. Upon completion of two years of service - ten working days.
3. Upon completion of six years of service - eleven working days.
4. Upon completion of seven years of service - twelve working days.
5. Upon completion of eight years of service - thirteen working days.
6. Upon completion of nine years of service - fourteen working days.
7. Upon completion of ten years of service - fifteen working days.
8. Upon completion of fifteen years of service - twenty working days.

Vacation time shall be selected by the employee, with approval of the Sheriff, according to seniority.

ARTICLE XVII

HOLIDAYS

SECTION 1. The following days shall be considered holidays and each employee not otherwise scheduled to work shall receive leave for each day and shall be paid at his regular rate:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas

SECTION 2. Each employee required to work on any of the days shall be entitled to a compensatory day off for each of the above holidays he is required to work and he shall receive said compensatory day within a reasonable time in relation to the holiday; provided however, that with the approval of the Sheriff; and upon the request of the employee he may be compensated for said holiday at his regular rate in lieu of a compensatory day off.

ARTICLE XVIII

FUNERAL LEAVE

SECTION 1. In the event of death in an employee's immediate family, the employee shall be granted a leave of absence with pay, at his regular rate, for a period not to exceed four (4) work days, which said period shall terminate with the day following the funeral. Wages shall be paid only for the days included in the four (4) days which would be the days the employee would normally work. The employee shall be required to attend the funeral for which he is being given leave.

SECTION 2. The term "immediate family" shall be defined as follows: wife, husband, son, daughter, grandchildren, mother, father, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, brother, sister of either the employee or his or her spouse. Said term shall also include any other relative of either the employee or his or her spouse who permanently reside in the employee's household; provided, however, that in regard to such relatives, said leave shall first be approved by the Sheriff.

ARTICLE XIX

UNIFORMS

SECTION 1. The Sheriff shall prescribe the type of uniform to be worn by each employee, and the Employer shall provide said uniform and any necessary replacements thereof at no cost to the employee. Each employee occupying the position of "Detective" shall be entitled to and receive a clothing allowance in the sum of \$250.00 per year. Said clothing allowance shall be in addition to certain cleaning provisions as hereinafter provided.

SECTION 2. Cleaning of Uniforms. Each employee shall be entitled to have up to two uniforms, consisting of shirt and trousers, per week to be cleaned at the Employer's cost. In addition thereto each employee shall be entitled to have cleaned at the Employer's cost up to five hats and five coats per year.

ARTICLE XX

BULLETIN BOARDS

SECTION 1. Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Lodge for posting notices of interest to its members.

ARTICLE XXI
MISCELLANEOUS

SECTION 1. Professional Association Dues. Each employee's membership in the National Sheriff's Association shall be continued and the cost thereof shall be borne by the Employer.

SECTION 2. Training. Employees required to take training by the Employer shall do so and all expenses of tuition, books, reasonable transportation and, if the site of training is over 50 miles from the employees residence, reasonable room and Board shall be borne by the Employer.

SECTION 3. Off-Duty Gun Allowance. The Employer shall pay each male Deputy Sheriff the sum of \$50.00 per year as compensation for carrying a sidearm while off duty. Such payment shall be made in a lump sum at the same time as the last payday before Christmas of each year.

Each male Deputy Sheriff shall have the right to decline to carry a sidearm while off duty, provided however, that each such Deputy Sheriff so declining shall be required to execute an instrument of waiver, waiving his right to payment of the \$50.00 off-duty gun allowance.

Rules governing the policy of carrying sidearms while off duty shall be established by joint agreement between the Sheriff and the F.O.P.

ARTICLE XXII

WAGES

SECTION 1. The wage scale set forth in Appendix "A" shall become effective and retroactive to January 1, 1972.

APPENDIX "A"

Listed below are the following classifications and the corresponding annual salaries.

<u>Deputies</u>	<u>Effective January 1, 1972</u>	<u>Effective January 1, 1973</u>
Step 1 - 0-1 years	\$ 8,000.00	\$ 8,400.00
Step 2 - 1-2 years	8,400.00	8,820.00
Step 3 - 2-3 years	8,800.00	9,240.00
Step 4 - 3-4 years	9,200.00	9,660.00
Step 5 - 4 years and over	9,600.00	10,080.00
<u>Sergeants</u> (3)	9,400.00	
<u>Detective Sergeants</u> (2)	9,600.00	10,584.00

Effective January 1, 1973, the department shall reduce the number of sergeants to the two existing detective sergeants; all other sergeants will be reduced to the rank of deputy sheriff and shall receive the pay of deputy in Step 5. All other sergeants will remain classified as sergeants.

The existing positions of matron and female deputies will be classified as secretaries with deputy status and will receive the present rate of pay and in addition such increases as have been granted or will be granted to other county employees during the term of this contract.