

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
BUREAU OF EMPLOYMENT RELATIONS

PETITIONING PARTY:
MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL
(SERGEANT'S UNIT)

Union

RESPONDING PARTY:
COUNTY OF MUSKEGON

Employer

MERC CASE NO.: 23-I-1621-CB

RECEIVED
STATE OF MICHIGAN
November 18, 2024
Employment Relations
Commission
Detroit Office

COMPULSORY ARBITRATION

Pursuant to Act 312 of 1969, as amended
[MCL 423.231, *et seq*]

Arbitration Panel

Chair: Micheal J. Falvo
Employer Delegate: Michael R. Blum
Union Delegate: David Willis, Jr.

Advocates

Employer Advocate: Clifford L. Hammond
Union Advocate: David A. Malinowski

PETITION FILED: May 31, 2024
PANEL CHAIR APPOINTED: June 11, 2024
SCHEDULING CONFERENCE HELD: June 17 & July 15, 2024
HEARING DATE HELD: November 6, 2024
AWARD ISSUED: November 15, 2024

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NOTE: The terms of the panel’s award on each issue are contained in the document titled Act 312 Arbitration Panel’s Stipulated Award that is appended to this document.

WITNESS LIST

No witnesses testified. The parties agreed to the terms of a stipulated award on the first day of the scheduled hearings, November 6, 2024.

SECTION 1 – INTRODUCTION

The population of Muskegon County is 175,824. There are 66,300 households. The size of the County is 1,460 square miles, sixty percent of which is water. The county seat is Muskegon. The County Board of Commissioners is comprised of seven members who control the budget and are responsible for the management of County government. The Michigan Department of Corrections operates the Muskegon Correction Facility in Muskegon. The Muskegon County Sheriff's Office is comprised of seven divisions: Administration, Civil Process Services, Corrections, Community Partnership, Court Services, Law Enforcement, and Records. The Sergeant Command Unit of the Michigan Fraternal Order of Police Labor Council is the bargaining representative of sworn members holding the rank of Sergeant. The predecessor collective bargaining agreement expired on September 30, 2023.

The chairperson and counsel conferred on June 17, July 15, September 18, October 24, October 29, and October 31, 2024. The parties submitted witness lists on October 25, 2024. The position paper pursuant to R 423.507(3)(a)(i)-(iii) was submitted on October 25, 2024. The parties submitted Last Best Offers of Settlement on November 1, 2024. The Evidentiary Hearings were scheduled to occur on November 6, 19, and 20, 2024 at the Muskegon County Marquette Campus at 1903 Marquette Street, Muskegon, MI 43442. The first day of hearing was convened on November 6th at 9:00 a.m. The parties announced that agreement had been reached on all issues which they requested to be incorporated into a Stipulated Award. The chairperson received the finalized terms of the stipulated agreement, signed by the Employer and Union Delegates to the panel,

on November 15, 2024. The terms of the Act 312 Arbitration Panel's Stipulated Award are appended to this document and incorporated herein.

SECTION 2 – STATUTORY CRITERIA

Act 312 of 1969, MCL 423.321, as amended, is intended to implement the public policy of the state to provide an alternate, expeditious, effective and binding procedure for the resolution of labor disputes involving public safety employees. The legislature deemed interest arbitration a requisite to the high morale of public safety employees as well as the efficient delivery of public safety services. Section 9 provides that the panel's findings, opinions, and orders shall be based on the following criteria.

(a) The financial ability of the unit of government to pay. All of the following shall apply to the arbitration panel's determination of the unit of government to pay:

(i) The financial impact on the community of any award made by the arbitration panel.

(ii) The interests and welfare of the public.

(iii) All liabilities, whether or not they appear on the balance sheet of the unit of government.

(iv) Any law of this state or any directive issued under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, that places limitations on a unit of government's expenditures or revenue collection.

(b) The lawful authority of the employer.

(c) Stipulations of the parties.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in both of the following:

(i) Public employment in comparable communities.

(ii) Private employment in comparable communities.

(e) Comparison of the wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question.

(f) The average consumer prices for goods and services, commonly known as the cost of living.

(g) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(h) Changes in any of the foregoing circumstances while the arbitration proceedings are pending.

(i) Other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in private employment.

Public Act 116, which became effective on July 20, 2011, added a significant provision.

(2) The arbitration panel shall give the financial ability of the unit of government to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

SECTION 3 – STIPULATIONS AND PRELIMINARY RULINGS

The parties stipulated that the collective bargaining agreement shall be effective from October 1, 2023 to September 30, 2028.

4. COMPARABLES

1. Berrien County
2. Livingston County
3. Jackson County
4. Saginaw County
5. St. Clair County

5. ISSUES BEFORE THE PANEL

1. Wages (Economic)

The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.

2. Final Average Compensation (FAC) methodology for terminated Defined Benefit Retirement Plan (Economic)

The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.

3. Defined Compensation Pension Employer Contribution (Economic)

The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.

4. Health Care Premium Contribution (Economic)

The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.

5. Addition of Juneteenth Holiday (Economic)

The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.

6. SUMMARY OF AWARD

ISSUE 1 – WAGES

AWARD: *The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.*

ISSUE 2 – TERMINATED DEFINED BENEFIT PLAN FAC METHODOLOGY

AWARD: *The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.*

ISSUE 3 – DEFINED COMPENSATION PENSION EMPLOYER CONTRIBUTION

AWARD: *The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.*

ISSUE 4 – HEALTH CARE PREMIUM CONTRIBUTION

AWARD: *The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.*

ISSUE 5 – ADDITION OF JUNETEENTH HOLIDAY

AWARD: *The panel unanimously stipulated to the award on this issue as specified in the Act 312 Arbitration Panel's Stipulated Award appended to this document.*

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 PROCEEDING**

Panel Chairperson: Micheal J. Falvo

IN THE MATTER BETWEEN:

Case No. 23-I-1621-CB

Muskegon County

Employer

-and-

Michigan Fraternal Order of Police Labor
Council (Sergeants Unit)

Union

ACT 312 ARBITRATION PANEL'S STIPULATED AWARD

The Parties, the County of Muskegon (Employer) and the Michigan Fraternal Order of Police Labor Council – Sergeants Unit (Union), are involved in an Act 312 matter, pursuant to Public Act 312 of 1969, as amended (MCL 423.231, *et seq*).

Whereas, The Parties have agreed to enter into a new collective agreement and adopt all of the provisions from their collective bargaining agreement from October 1, 2018 through September 30, 2023 with modifications as follows. All provisions and articles contained in the October 1, 2018 through September 30, 2023 collective bargaining agreement other than those changes by the terms of this stipulated award remain in the new agreement.

IT IS HEREBY ORDRED, Through an underwriting policy exemption by the insurance carrier, a health plan enrollment on plan #1 and #2 with an effective date of January 1, 2024, must be allowed.

Employees will be required to pay the applicable premium contributions, such deduction being hereby authorized by this Agreement, as well as any additional employee costs associated with the selection of plan 1 or plan 2 under this retroactive coverage period.

A special enrollment period for benefits beginning January 1, 2024 and January 1, 2025 regarding health plans 1 and 2 must be allowed.

IT IS FURTHER ORDERED, The stipulated award, new collective bargaining agreement and modifications from the October 1, 2018 through September 30, 2023 collective bargaining agreement are as follows:

I. Duration.

The collective bargaining agreement shall have a five (5) year duration and be effective from October 1, 2023 through September 30, 2028.

II. Economic Issues

a. Wages

Implement the MGT wage salary study recommendations (Ignoring the first 2 Steps) effective the first full pay period following October 1, 2023. Employees will retain their original merit date for progression.

The below unit members shall be placed at step 7 as of the first full pay period following October 1, 2023, on the new wage scale and advance to step 8 as listed below.

Sergeant Thomas Schmidt	01/01/2025
Sergeant David Vanderlaan	01/01/2025
Sergeant Chris Stevens	01/01/2025
Sergeant Lisa Freres	01/01/2025
Sergeant Thomas Johnson	01/01/2025

Sergeant Pete Kutches

01/01/2025

The below Sergeants shall be placed at step 5 as of the first full pay period following October 1, 2023, on the new wage scale and advance to step 6 as listed below, with future advancement on their next merit.

Sergeant Justin Wall

01/01/2025

Sergeant Kaleb Gilbert

01/01/2025

The below Sergeant shall be placed at step 4 as of October 8, 2023, on the new wage scale and advance to step 5 as listed below, with future advancement on their next merit

Sergeant Lucy Jones

01/01/2025

The below Sergeant shall be placed at step 3 as of May 1, 2024, on the new wage scale and advance to step 4 on their next merit date

Sergeant Kadyn Bader

05/01/2025

Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
36.64	38.06	39.48	40.90	42.32	43.74

Effective the first full pay period following October 1, 2024- 3%

Effective the first full pay period following October 1, 2025- 3%

Effective the first full pay period following October 1, 2026- 2%

Effective the first full pay period following October 1, 2027- 2%

b. Retroactive Wages

Retroactive pay raises and wage scale advancement back to the first full pay period following October 1, 2023, with the exception of Sergeant Kadyn Bader who will receive retroactive pay raises and wage scale advancement back to May 1, 2024.

c. DB Pension Termination FAC Methodology

Defined Benefit Retirement Plan

Section 22.9 Retirement Plan

~~The County agrees to provide to all permanent employees the Municipal Employees Retirement System Plan known as Benefit Program B-4 with Benefit Program identified as F50(25) and FAC-3 with a 7.33% employee contribution with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.~~

The Employer shall provide, to employees hired before November 1, 2014, ~~upon execution of this contract~~, the ~~State of Michigan~~ Municipal Employees Retirement System Plan (MERS) known as Benefit Program B-~~3~~ 4 with Benefit Program identified as F50(25) and FAC-3 as described in the ~~Michigan~~-Municipal Employees Retirement System (MERS) Act, ~~with~~ Effective October 1, 2018, the multiplier will be ~~bridged~~ to Benefit Program B-3 with the Benefit Program identified as F50(25) and FAC-3 ~~with the terminated frozen~~ FAC methodology ~~and a 7.33%~~ 11% employee contribution (effective 1/1/24) with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ~~sixty hours ten (10) six hour days~~ per month.

~~Employees hired on or after December 21, 2010 will have an 8.75% contribution with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.~~

Change from the frozen FAC methodology to the terminated FAC methodology effective 10/1/18. The additional 3.67% employee contribution effective January 1, 2024.

d. DC Pension Employer Contribution

Employees hired into the unit on or after November 1, 2014, will be enrolled in the MERS defined contribution plan with a 5% employee contribution. New County employees only, hired into the Sergeants Unit on or after November 1, 2014 may make a one-time election to contribute between five percent (5%) to ten percent (10%), with five percent (5%) being the default. An employer contribution of nine percent (9%) of the employee's gross wages will be made to MERS defined contribution plan.

The parties agree that the benefits of the retirement plan are valid for the life of the retiree, in accordance with the MERS Plan Document.

Increase employer contribution for Defined Contribution from 5% to 9%. Retroactive employer contribution back to October 1, 2023.

e. Health Care Premium Contribution

Section 19.1 Medical Coverage

Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this agreement.

The Employer's liability with respect to benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the, coverage specified, and upon such payment or compliance, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer a duty to pay benefits greater than those required by the applicable plan or greater than those payable by stop loss reinsurance coverage.

Choice between two medical plans:

Plan #1 (Deductible levels set at the minimum deductibles, per Internal Revenue Service)

Deductible- \$1,600 (single)/\$3,200 (2-person/more)

Co-insurance- 0%

Out-of-pocket maximum- \$2,250 (single)/\$4,500 (2-person/more)

Monthly employee premium (deducted twice monthly, 24 pay periods/year):

January 2024- 18% (Single- \$126.90/month, 2-Person- \$304.57/month, Family- \$380.71/month)

January 2025-18%

January 2026-18%

January 2027-18%

January 2028-18%

County HSA contribution - \$0.00

Plan #2 (Deductible levels set at the minimum deductibles for embedded plans per Internal Revenue Service)

Deductible- \$3,200 (single)/\$6,400 (2-person/more)

Co-insurance- 20%

Out-of-pocket maximum- \$6,900 (single)/\$13,800 (2-person/more)

Monthly employee premium (deducted twice monthly, 24 pay periods/year):

January 2024- 0%

January 2025- 0%

January 2026- 0%

January 2027- 0%

January 2028- 0%

County HSA contributions - \$0.00

~~Upon execution of the contract and open enrollment period, bargaining unit employees will have the option to enroll in the County's Health Savings Account, HSA, paired with a qualified High Deductible plan as the sole medical plan option, to be effective January 1, 2019, with an employee premium contribution of zero dollars (\$0) per pay period. The HSA plan, paired with a qualified high deductible plan, will maintain a \$1350/\$2700 annual deductible level, or as required by law. If an employee proves that he/she is ineligible to participate in the HSA plan, the employee may enroll in the County's High Deductible, HD, plan for an employee premium contribution of zero dollars (\$0) per pay period.~~

~~Each employee enrolled in the HSA plan shall pay an employee contribution of zero dollars (\$0) per pay period. The County will contribute \$675 (1 person contract) and \$1,350 (2 person or more contract) on January 2, 2019, January 2, 2020, and January 2, 2021. The County will contribute \$500 (1 person contract) and \$1,000 (2 person or more contract) on January 2, 2022, and January 2, 2023. Contributions will be pro-rated for new hires and employees becoming benefit eligible after January 1, 2019.~~

Employees may self-contribute to their HSA account up to the IRS yearly caps.

In accordance with the IRS’s proposed regulations at 1.125-1(o)(4), each benefit eligible employee, during the open enrollment period before the start of the plan year (for current employees) or before the employee begins accruing leave (for newly-hired employees), may make a one-time, irrevocable election to voluntarily elect to have up to forty (40) hours of sick time deducted from his/her subsequent year sick leave accruals and receive the equivalent amount as a cash disbursement in lieu of time off during the next calendar year. The number of hours that are elected may not be used in any subsequent plan year and hours will not be eligible for cash disbursement until the hours have been accrued since the beginning of the new calendar year. If an employee elects a cash disbursement of 40 (forty) hours of unused sick leave, then (1) any hours above forty (40) that the employee has banked will be deemed to be used first, and (2) of the forty (40) elective hours, any that are unused and not disbursed as cash must be forfeited. No elective days can be rolled over into the next year.

f. Holiday – Juneteenth Addition

Section 17.1 Holidays

The following days shall be recognized as Holidays:

- | | |
|------------------------|------------------------|
| New Years Day | Veteran’s Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents Day | Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth | Christmas Day |
| Fourth of July | New Years Eve |

Labor Day

Effective Calendar year 2025

III. Non Economic Issues

Recognition

Section 1.1 Collective Bargaining Agreement

The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with the Employer for the law enforcement classification of Sergeant, ~~Lieutenant, and Captain~~ at the Muskegon County Sheriff's Department, but excluding all other ranks, and excluding all temporary, part-time, and seasonal employees.

Section 6.4 Selection of Arbitrator

Within the time frames indicated in Section 6.3, the Union shall request from the ~~Federal Mediation and Conciliation Service (FMCS)~~ Michigan Employment Relations Commission (MERC) a list of arbitrators in accordance with the rules of Service. A copy of the Union's request for arbitration shall be forwarded to the Human Resources Director. The arbitrator shall be selected by each party alternately striking a name from the list, the remaining name shall serve as arbitrator. The fees and services of the arbitrator shall be borne solely by the unsuccessful party and shall be awarded as part of the arbitrator's decision, but each party shall bear the cost of its own expenses and witnesses. Split decisions shall be decided by the arbitrator as to who prevailed and how the arbitration fees and services shall be divided.

~~JOB ASSIGNMENTS~~

~~Section 8.1~~ ~~Job Assignments~~

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

Hours of Work

Section 9.1

Work Schedule

- A. The Sheriff reserves the right to maintain and make the most effective use of personnel within the ~~Sergeant Command~~ Officers Unit.
- B. The Sheriff reserves the right to adjust these schedules if necessary to maintain efficiency of the Department or in cases of emergency. In emergency cases, the Sheriff may change such schedules but only for and during the emergency period. Immediately afterwards, the present schedule shall be used. Such changes, however, shall not be arbitrary or capricious nor will it be for the purpose of reprimand. Schedule changes shall not be made to avoid the payment of overtime.

C. Guidelines for work schedules are shown below:

1. Administration, Investigation and Court Services Units

- a. Five (5) consecutive workdays
- b. Weekends off
- c. Command personnel assigned to the investigation Unit generally work on the above schedule; however, this schedule frequently varies with particular case assignments.
- d. ~~Eight and a half (8.5) hour, permanent shifts totaling eighty-four (84) hours in one (1) bi-weekly pay period.~~

2. Patrol and Jail Units

- a. Rotating days off

D. General Principles.

The Sheriff will endeavor to schedule ~~Sergeant Command~~ Officers on rotating days off to have every other weekend off; however, it is understood that such scheduling which results in consecutive workdays in excess of five (5) within a work week shall not be subject to the overtime provisions of this contract.

- a. Shift is subject to bid by seniority each year, by Classifications ~~(a) Lt;~~
~~(b) Sergeant~~

- b. Employees must meet the certification requirements of the position in order to bid.
- c. The Sheriff reserves the right to maintain and make the most effective use of personnel within the Sergeant Unit. The Sheriff reserves the right to schedule Sergeants assigned to Detective Bureau, Court Services Unit to work on scheduled holidays.
- E. The Scheduled midnight shift hours will be established by the employer. The current midnight schedule is 6:00pm to 6:00am.

Employees working any scheduled shift in which at least four (4) hours of the shift fall between 6:00pm and 6:00am shall be eligible for a shift differential of twenty (20) cents per hour.

If the employer decides to change this time schedule, the midnight shift will receive this shift differential.

Layoff and Recall

Section 11.1

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 service time as a Captain shall be privileged to bump a Sergeant or Lieutenant with less bargaining unit seniority than the Captain.~~

~~B. In case of layoff or reduction of the number of personnel in the classification of Lieutenant, the Lieutenant with the least amount of service time as a Lieutenant shall be privileged to bump the Sergeant with the least amount of bargaining unit seniority. The Lieutenant who exercised that bump to Sergeant shall not be further bumped by other bargaining unit members for a period of one year after the effective date of the bump. If two or more Lieutenants have the same amount of service time as Lieutenants, seniority as defined in Section 5.1 shall determine the least senior for purposes of this paragraph.~~

A. In case of layoff, bump or reduction of the number of personnel in the class of Sergeant, the Sergeant with the least amount of service time as a Sergeant shall be privileged to bump into either the Sheriff Deputy Unit, if so qualified, or the Corrections Officer Unit, if so qualified, in accordance with the terms and conditions contained within those respective collective bargaining agreements.

If two or more Sergeants have the same amount of service time as Sergeants, departmental seniority as defined as the length of service since the most recent date of hire with the County within the Sheriff Deputy and Sheriff Command units, shall determine the least senior for purposes of this paragraph.

- B. In the event it becomes necessary to reduce the number of Command Officers in this department, such reduction shall not be accomplished without first discussing its effects with employee representatives. While it is the Employer's intent to keep all command positions filled during the life of this Agreement, the Sheriff retains the specific prerogative to fill or not to fill a position that becomes vacant.

Section 13.2 Effect of Leave Without Pay

During a Leave of Absence Without Pay, the Employee:

- A. Does not receive pay from the County.
- B. Does not earn Annual Leave
- C. Does not earn Sick Leave
- D. Does not get paid for Legal Holidays occurring during the Leave.
- E. Has not time deducted from his Annual Leave or Sick Bank to cover the time off on the Leave of Absence Without Pay.
- F. 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.
- G. The employee does not earn any additional credit for seniority but retains the length of seniority credited at beginning of the Leave except for uses listed in (B) of Section 13.3.
- H. The employee does not earn credit towards the Longevity Plan or credit towards the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.

- I. Must pay any group hospitalization premiums falling due during any month in which the employees has not worked at least one (1) week (Such premiums are normally paid by the County for eligible employees.) Employees on such Leave should contact payroll.
- J. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all leaves up to six (6) months the County will continue to pay the premium for the employees' Group Life Insurance. If the employee fails to return to active County employment by the end of his approved Leave of Absence Without Pay, his group life insurance coverage is terminated.
- K. Must pay any employee insurance premiums falling due during any month in which an employee is in unpaid status or when the employee has insufficient pay to cover premiums. (Worker's Compensation claims are exempt from this Section). If the employee premium is not able to be deducted from the employee's wages, prior arrangements for re-payment must be made by the employee with Human Resources to ensure continuation of insurance coverage.

Section 15.2 Use of Sick Leave

Sick leave may be taken after **ninety (90) days** ~~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 17.1 Holidays

The following days shall be recognized as Holidays:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Fourth of July
Labor Day

Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Years Eve

Section 17.2

Holiday pay is defined as the regular scheduled work day at the employee's regular hourly rate, Employees shall be paid holiday pay for days that they are regularly scheduled to work. Employees required to work **or voluntary sign up to work** the holiday shall be paid in addition to holiday pay, **an additional four (4) hours of straight time**, at time one-half (1-1/2) for working a regular shift on the holiday. Employees required to work in excess of a regular shift on the holiday shall be paid two and one-half (2- 1/2) times their regular hourly rate for those hours worked in excess of the regular shift.

If the Employee is on a 12-hour workday, then they will be paid 12 hours of holiday pay at regular straight time rate.

Section 19.5

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 Sergeants Officer**.

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, **MMRMA assigned counsel the Corporation Counsel's office** shall be used.

Section 20.1 Vacancy Posting

The Sheriff will post all promotional vacancies within the unit within seven (7) days of such opening. Employees must have permanent status in the classification of

Sergeant to be considered for promotion to the classification of Lieutenant. ~~Employees must have permanent status in the classification of Lieutenant to be considered for promotion to the classification of Captain.~~ Promotions to Sergeant positions shall be from the Muskegon County Sheriff Deputy or Corrections Unit.

Employees in current positions shall be allowed to apply for any vacant or newly created positions prior to the promotional process

A. Award of Position. Promotions shall be based upon demonstrated capacity and quality and length of service and also based on a systematic consideration of qualifications:

1. Amount and quality of education and training.
3. Ability to perform at an advanced level.
4. Quality of previous work performance.
5. Length of service.

B. Promotions. An employee promoting to a new classification with a higher maximum pay rate shall receive the minimum step of the new class. In the case of an overlap in pay ranges between the employee's current class and the class to which they are promoting, employees shall receive an increase to that step on the new pay range which would most closely approximate a five percent (5%) increase over their present pay rate, not to exceed the maximum pay rate for the class into which they are promoting.

C. Trial Period. Employees selected will be on trial for a period not to exceed six (6) months.

D. The Promotional Process of the Muskegon County Sheriff's Department is vested exclusively in the Sheriff except as abridged in this Section. The Sheriff has the sole responsibility for the actions of each command officer, accordingly, he shall have the ultimate choice for the personnel who will carry out his demand.

Section 21.1 Drug Policy

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, **federally** illegal drugs, controlled substances or hallucinogens.
- B. Such testing may require the employee to provide a blood and/or urine sample. If the test discloses the presence of **federally** illegal drugs, controlled substances or hallucinogens, or if the test indicates that the employee is impaired or intoxicated by alcohol, the employee is subject to discipline up to and including immediate discharge. Refusal to submit to the test is grounds for immediate discipline, up to and including immediate discharge.
- C. An employee is urged to consult with his/her supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.
- D. An employee determined, as a result of properly implemented medical tests, to be impaired by alcohol or to test positive for **federally** illegal drug (s) while at work will, on first occurrence, be allowed a choice between immediate termination of employment or agreement to enter a rehabilitation or counseling program, providing such employee enter into a "Last Chance Agreement". A blood/alcohol level meeting or exceeding .05% or 10mg/DL shall constitute alcohol impairment for purposes of this policy.

Section 22.1 Worker's Compensation

The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees. Employees on compensable injury may use sick leave as specified in Section 15.2 or annual leave to make up the difference between worker's compensation benefits and the employees regular wage, less deductions. Employees on compensable injury placed on a leave of absence shall continue to accumulate seniority in keeping with Section 13.2 (G).

Employees will be covered by all applicable Workers' Compensation laws. In the event of injury or illness for which an employee is eligible for Worker's Compensation disability benefits, the County shall pay to the employee an amount of money sufficient to make up the difference between the worker's compensation

disability weekly benefits and the employee's regular rate of pay. The County shall provide this supplement for a period not to exceed thirteen (13) weeks.

The supplement, as provided herein, is subject to the following limitations:

1. As the result of being shot, stabbed or slashed or other cases in which there is an actual attempted assault on the officer. **Also covers while working in the Jail.**
2. As a result of a traffic **crash accident.**
3. As a result of **fleeing pursuing a suspect.**
- ~~4. While engaged in a high speed chase.~~
5. While engaged in crowd control.

Benefits for this section may be limited or disallowed if the injury has taken place as the result of improper action by the officer in the performance of his duties or the injury cannot be sustained by the attending physician.

Section 22.8 (D): Sheriff's Department Personnel File

Personnel files held in Human Resources Department instead of Sheriff.

Section 22.12 Inclement Weather

In the event that inclement weather causes the Muskegon County Administrator and/or Board Chair to close all County departments, for one shift or more, employees who do not work because of such a closing shall be paid for their regularly scheduled hours they would have worked at their regular rate of pay. Employees required to work during a closing caused by inclement weather shall be paid for hours actually worked at one and one-half (1 ½) times their regular hourly rate. Time and one-half will only be paid during the time the County is closed due to the inclement weather.

***** SIGNATURES ON FOLLOWING PAGE *****

Michael J. Falvo

11-16-2024

Michael J. Falvo,
Act 312 Chairperson

Date

Michael Blum

11/14/2024

Michael Blum,
Panel Delegate for Muskegon County

Date

David Willis, Jr.
Panel Delegate for Michigan Fraternal Order
Of Police, Labor Council (Sergeants Unit)

Date

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Dated November 13, 2024

Michael J. Falvo

11-16-2024

Michael J. Falvo,
Act 312 Chairperson

Date

Michael Blum
Michael Blum,
Panel Delegate for Muskegon County

Date

David Willis Jr.

11-13-24

David Willis, Jr.
Panel Delegate for Michigan Fraternal Order
Of Police, Labor Council (Sergeants Unit)

Date



37330 6 Mile Road
Livonia, MI 48152-2776
(734) 462-1890

Terminal: MI1088-OEC02
11/16/2024 14:45
Receipt#: NFBKR5J1708
Type: Purchase

Qty	Description	Amount
11	PC Basic Station Time/Minute	4.95
15	Computer Color Prints Letter/Legal	15.00
2	Computer B&W Prints Letter/Legal	1.30
SubTotal		21.25
	District tax	0.00
	City tax	0.00
	County tax	0.00
	State tax	0.98
Total		USD \$22.23

Acct #:*****6424
CHASE VISA
Chip Read
Auth No.: 02211G
Mode: Issuer
AID: A0000000031010
NO CVM
CVM Result: 1F0002
TVR: 0000008000
IAD: 06021203602002
TSI: E800
ARC: 00
APPROVED

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.



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Offer expires 6/30/2025

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