Meyro 12/31/85

# AGREEMENT

# BETWEEN

# COUNTY OF LEELANAU AND

# SHERIFF OF LEELANAU COUNTY

# AND

P.O.A.M.

# Effective: January 1, 1983 - December 31, 1985



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## AGREEMENT

THIS AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 19 , effective January 1, 1983, by and between the COUNTY OF LEELANAU and the SHERIFF OF LEELANAU COUNTY, hereinafter referred to as the "Employer," and POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), hereinafter called the "Union."

#### PREAMBLE

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

#### WITNESSETH:

#### ARTICLE I

#### RECOGNITION

1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all of the employees employed by the Employer in the following described unit:

> All full time Deputy Sheriffs and all regular part-time Deputy Sheriffs who are regularly scheduled for a minimum of fifty (50) hours per month, BUT EXCLUDING the Sheriff, Undersheriff, seasonal and casual employees.

1.2: <u>Definitions</u>. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full-time and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

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

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Regular Part-time Employee. A regular part-time employee is an employee who is regularly scheduled for a minimum fifty (50) hours per month but not on the same basis as a permanent full-time employee.

<u>Irregular Employee</u>. An irregular employee is an employee who is working on any basis other than the above definitions of permanent full-time employee and regular part-time employee.

#### ARTICLE II

#### UNION SECURITY

2.1: <u>Agency Shop</u>. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee regarding such matters.

- Membership in the Union is separate, apart and Α. distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this paragraph.
- B. In accordance with the policy set forth under Sections 1.1 and 2.1 of this Agreement, all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative by paying to the exclusive bargaining representative a service fee which may be equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative. For present regular employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the

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later. For new employees, the payment shall start thirty-one (31) days following date of employment.

2.2: <u>Checkoff</u>. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local, provided however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the steward of the Union.

- A. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union under the same circumstances as prescribed above for the decution and transmission of Union dues and initiation fees.
- C. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising out of these provisions or from complying with any request for termination of these provisions.

#### ARTICLE III

### REPRESENTATION

3.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of not more than three (3) employees plus one representative from POAM. Members of the collective bargaining committee shall act in a representative capacity for the purposes of contract negotiations and processing grievances as provided in the grievance procedure. The Union shall advise the Employer in writing of the names of the committee members in advance of the Employer's recognition.

3.2: Lost Time. On-duty officers who are members of the bargaining committee shall be paid for lost time from their regular schedule during negotiations. It is intended, however, that bargaining shall be scheduled when the least number of persons on the negotiating team are on duty. If, in the course of a bargaining session, it is necessary for the on-duty officer to answer calls, bargaining sessions will be postponed and rescheduled, if necessary. The processing of grievances may also be done during on-duty time without loss of pay or benefits provided, however, that off-duty time is unavailable.

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#### ARTICLE IV

# MANAGEMENT RIGHTS

Employer's Rights. It is understood and hereby agreed 4.1: that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County consistent with the employee's ability to perform the assigned work. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administra-tion of the Employer. It is also agreed that the Employer has the right to determine the method and means of work and the number of personnel, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers The Employer shall also have the power to make rules thereof. and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement, and said rules and regulations shall be reason-

4.2: <u>Temporary Employees</u>. The Employer reserves the right to hire temporary or irregular employees provided these employees are not hired to displace regular full-time employees. Such employees shall not be subject to the terms of this Agreement.

4.3: <u>Rules and Regulations</u>. The Employer reserves the right to establish and publish, from time to time, reasonable rules and regulations of which it shall deem proper to govern the conduct of its employees, not inconsistent with this Agreement. The Union shall receive a copy of such rules.

#### ARTICLE V

# GRIEVANCE AND ARBITRATION PROCEDURE

5.1: <u>Grievance Procedure</u>. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Union and the Employer. Should any grievance, disputes or complaints arise over the interpretation or application of the the part of the parties to settle such promptly through the following steps:

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5.2: Step 1. By conference between the aggrieved employee, the steward, or both, and the Employer and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) calendar days of the alleged grievance, and deliver same to the Sheriff or the Undersheriff.

5.3: <u>Step 2</u>. If the grievance is not settled in Step 1, the Union may, within ten (10) calendar days, deliver to the designated Employer representative a written request for a meeting between Union representatives and the Employer and/or their representatives to review the matter. Such meeting will be held within ten (10) calendar days from date of said written request and the Employer will render its decision within ten (10) calendar days thereafter.

5.4: Request for Arbitration. If the grievance has not been settled, the Union may request arbitration provided that such request is made to the Employer in writing within ten (10) calendar days after receipt of the Employer's second step answer.

5.5: <u>Accelerated Grievance Procedure</u>. When an employee discharged or laid off for cause is given a written reprimand or warning, or where discipline is to be made a matter of permanent record, the Union will be promptly notified by the Employer of the action taken. In such cases, the time limits for filing a grievance shall begin to run from the date of such notice to the Union and shall be filed beginning with Step 2. Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the griev-

5.6: <u>Time Limitations</u>. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

5.7: <u>Time Computation</u>. In computing days under the grievance procedure, Saturdays, Sundays and holidays shall be excluded.

5.8: <u>Selection of Arbitrator</u>. Upon a timely request for arbitration, a grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Michigan Employment Relations Commission, or Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by the parties alternately striking the name from the list, and the

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remaining name shall serve as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally between the Employer and the Union. The employee involved, or if a group grievance, a representative from the group, may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

5.9: <u>Arbitrator's Powers</u>. The arbitrator shall be limited to the application and interpretation of this Agreement as written, and shall have no power to add to, subtract from or modify this Agreement in any respect, nor shall he have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of Agreement. No decisions in any one case shall require retroactivity wage adjustment in any other case. The decision of the arbitrator shall be final and binding on all parties.

5.10: <u>Records</u>. All records, reports and other information pertaining to a pending grievance of an involved employee shall be made available for inspection by the Union.

#### ARTICLE VI

#### SENIORITY

6.1: <u>Seniority Definition</u>. Seniority shall be defined as the length of the employee's continuous service in the Department, commencing from his last date of hire. Seniority shall continue to accumulate during all approved leaves of absence. Employees who were employed on the same date shall be placed on the seniority list in alphabetical order of surnames. Seniority shall entitle an employee only to such preferences as are expressly provided in this Agreement.

6.2: <u>Probationary Period</u>. All employees shall be on probation for a period of six (6) months following their date of hire. If an employee is absent from work due to schooling, illness or other reasons for a period of fourteen (14) days or longer, such period of his absence shall be added to the six (6) months probationary period. During an employee's probationary period, he may be laid off, discharged or terminated by the Employer without regard or recourse to this Agreement.

6.3: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall end for any of the following reasons:

A. If he quits or resigns.

B. If he is discharged or terminated.

C. If he retires.

- D. If he is absent from work for four (4) consecutive days without prior notice to the Sheriff and unless a satisfactory reason for such absence is given.
- E. If he fails to return to work at the specified time upon the expiration of a leave of absence or vacation, unless other arrangements are reasonably agreed upon.
  - 1. Exceptions to paragraphs (D) and (E) hereof may be made at the discretion of the Employer on the grounds of good cause for failure to report.

6.4: Vacancies. Job vacancies shall be filled and job assignments made upon the basis of seniority, provided the employee is qualified. The claim of any employee that he has been unreasonably or unjustly transferred, reassigned or denied a job opening shall be subject to the grievance procedure. A vacancy to be filled in the detective classification shall be awarded to the employee applicant with the greatest seniority, provided all applicants have equal qualifications.

6.5: Shift Assignments. In making a shift assignment and choice of furloughs, consideration and recognition will be given to the seniority of the individuals within the unit. However, because of the small Department and the need for experienced personnel at all times, the consideration shall not be limited to seniority.

6.6: Layoffs. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff Department while any part-time employees are serving in the same position in the Department;
- B. The first (1st) employee to be laid off shall be the employee with the least seniority in the classification affected. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided the remaining employees are capable of performing the required work;
- C. Upon being laid off from his classification, an employee who so requests within three (3) days of the notice of layoff shall, in lieu of layoff, be demoted to a lower classification in the Department, provided, however, he has more seniority than the employee who he is to replace and he has

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the ability to perform the required work or can perform the work after a one (1) week training period;

D. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he was demoted.

6.7: <u>Recall</u>. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification in order of their seniority when the work force is to be increased, provided the employee has not lost his seniority. Recall shall be subject to the same conditions as layoff.

#### ARTICLE VII

#### WORKWEEK

7.1: <u>Normal Workweek</u>. The normal workweek shall be forty (40) hours.

7.2: Work Schedule. The work schedule shall be established by the Sheriff and shall be posted at least twenty-eight (28) days in advance of the start of the new schedule.

7.3: <u>Overtime</u>. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must be authorized by the Sheriff.

7.4: <u>Trading Time</u>. The existing practice of allowing employees to trade days and shifts shall be continued, provided however, that no employee may trade shifts or days without prior approval of the Sheriff.

7.5: <u>Premium Pay</u>. Premium pay shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay for all hours worked in excess of the normal workweek. If a holiday occurs during the workweek, the employee shall receive the holiday premium rate if he worked the holiday.

#### ARTICLE VIII

#### HOLIDAYS

8.1: Holiday Eligibility. Employees' eligibility for holiday pay are subject to the following conditions and qualifications:

A. The employee must work his hours on the Employer's last regularly scheduled day before and the first

regularly scheduled day after the holiday, unless on an excused leave of absence.

- B. An employee who is scheduled to work on a holiday, but fails to report for work unless otherwise excused, shall not be entitled to holiday pay.
- C. If the employee is on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation.

8.2: <u>Recognized Holidays</u>. All employees meeting the holiday eligibility requirements in Section 8.1 above shall be granted the following holidays with pay:

New Year's Day	Labor Day
Easter Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veteran's Day
Lincoln's Birthday	Washington's Birthday

8.3: Holiday Premium Pay. Those employees required to work on an established holiday shall receive two and one-half (2½) times the hourly rate.

#### ARTICLE IX

#### VACATIONS

9.1: Vacation Benefits. Full-time employees shall receive vacations with pay in accordance with the following schedule:

After	one	<ol><li>(1) year of service</li></ol>	6 working days
After	two	(2) years of service	12 working days
After	five	(5) years of service	18 working days

#### ARTICLE X

#### PAID SICK LEAVE

10.1: Paid Sick Leave Program. Sick leave shall be provided for full-time employees as follows:

10.2: <u>Accrual</u>. Sick leave shall accrue each month in which an employee serves at least eighteen (18) normal service days per month. Such time shall first be computed from the date of appointment and thereafter, from the beginning of each fiscal year. Such leave shall accrue in terms of full days only, and shall not exceed twelve (12) service days in one (1) year.

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10.3: Accumulation. Unused sick leave, as provided in the above paragraph, shall be called current sick leave and accumulation unlimited.

10.4: On the Job Injury. On the job injury will be paid by the Employer and will not be deducted from sick leave. While such employee is off the job, he shall receive full pay as though worked for the first sixty (60) days of absence. Further, said employee shall turn over to the Employer that amount of money he shall receive from worker's compensation. In the event the absence is in excess of sixty (60) days, the employee shall revert back to worker's compensation and, in addition, sick leave, to receive his full pay.

10.5: Sick Time Payout. Employees who retire, or in case of death, his family, shall be paid one-half  $(\frac{1}{2})$  his accumulated sick leave to a maximum of sixty (60) days.

#### ARTICLE XI

#### INSURANCE

11.1: Hospitalization Insurance. The Employer shall make available MVF-1, Blue Cross/Blue Shield Plan, a Drug and Prescription Plan (\$2 deductible on each prescription to all fulltime employees), and a Master Medical, \$200 deductible rider for full-time employees. The Employer will pay the full premium for the full-time employee, his wife, and dependent children up to the age of nineteen (19). Participation in this Plan requires properly signed application forms by each employee. Effective date of coverage for new employees will be in accordance with the Blue Cross/Blue Shield provisions.

11.2: Life Insurance. The Employer agrees to pay the entire premium cost of fifteen thousand dollars (\$15,000) of life insurance on all full-time employees.

11.3: Life Insurance - Effective January 1, 1984. The Employer agrees to pay the entire premium cost of thirty thousand dollars (\$30,000) of life insurance on all full-time employees.

11.4: False Arrest Insurance. The Employer shall provide to cover false arrest.

11.5: Legal Assistance. Consistent with the false arrest insurance policy, the Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the legal performance of his police duties and responsibilities.

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11.6: Eye and Dental. The Employer agrees to provide Blue Cross/Blue Shield Eye and Dental Plan for full-time employees and their dependents.

11.7: Worker's Compensation. The Employer shall provide Worker's Compensation protection for all employees even though it may not be required by law.

#### ARTICLE XII

#### CALL BACK PAY

12.1: <u>Call Back Pay</u>. A three (3) hour minimum pay at the scheduled overtime rate shall be paid to employees when called back to work after their normal scheduled shift.

#### ARTICLE XIII

#### SHIFT DIFFERENTIAL

13.1: Shift Differential. Employees whose shift is scheduled to begin between 12:00 noon and 10:00 p.m. shall receive a shift differential of twenty cents (\$0.20) per hour. Employees whose shift is scheduled to begin between 10:00 p.m. and 5:00 a.m. shall receive a shift differential of twenty-five cents (\$0.25) per hour.

#### ARTICLE XIV

#### BEREAVEMENT LEAVE

14.1: <u>Funeral Leave</u>. Employees will be paid for three (3) days' absence in the case of death in his immediate family and five (5) days if such death is out of state. Immediate family means father, mother, sister, brother, child, wife, husband, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, and dependents living at the house. This is in addition to vacation and sick leave time.

#### ARTICLE XV

#### NON-POLICE WORK

15.1: <u>Non-Police Work</u>. Employees shall not be required to perform non-police functions as a routine assignment. All duties presently performed shall be defined as meaning police work. Any variations may be made by mutual agreement.

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#### ARTICLE XVI

#### DISCIPLINE

16.1: Discipline. No employee shall be discharged or otherwise disciplined except for just cause. Any claim from an employee that he has been unjustly discharged or otherwise disciplined shall be processed through the grievance procedure.

16.2: Disciplinary Notice. All employees shall have the right to be represented by their appointed representative or a steward at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his personnel file.

#### ARTICLE XVII

#### RESIDENCY

17.1: <u>Residency</u>. All employees shall maintain residence within the County.

#### ARTICLE XVIII

#### BULLETIN BOARDS

18.1: <u>Bulletin Boards</u>. The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of Union notices and other material.

#### ARTICLE XIX

#### UNION MEETINGS

19.1: <u>Meetings</u>. The Union may schedule and conduct its meetings on Sheriff's Department property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

#### ARTICLE XX

### UNIFORM MAINTENANCE ALLOWANCE

20.1: Uniform Maintenance Allowance. The Employer agrees to pay to all full-time deputies the sum of two hundred seventy-five dollars (\$275). The detective shall receive as a clothing and cleaning allowance four hundred fifty dollars (\$450). Part-time deputies shall be paid fifty dollars (\$50) per year for the maintenance of uniforms. Should the County, at its discretion, have a canine officer, he shall receive as a uniform maintenance allowance three hundred dollars (\$300).

## ARTICLE XXI

#### MILEAGE

21.1: <u>Mileage</u>. When an employee is required by the Employer to provide his own transportation for a job assignment or other related duties, he shall receive mileage in accordance with County policy or will be provided with transportation by the County.

#### ARTICLE XXII

#### PAYCHECK

22.1: <u>Paycheck</u>. The Employer shall provide for bi-weekly pay Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Overtime shall be paid in the pay period earned.

#### ARTICLE XXIII

#### EQUIPMENT

23.1: Equipment. The Employer shall furnish all necessary equipment required by the Employer to perform duties.

#### ARTICLE XXIV

## PHYSICAL EXAMINATION

24.1: <u>Physical Examination</u>. The Employer agrees to pay the cost of an annual physical examination for all deputies. The County may require all (but not less than all) employees to undergo an annual physical examination at County expense.

#### ARTICLE XXV

#### GUN ALLOWANCE

25.1: Gun Allowance. The Employer agrees to pay all weaponcarrying "certified" deputies an annual gun allowance of one hundred dollars (\$100). Payment of such allowance shall be made at any time during the calendar year.

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#### ARTICLE XXVI

#### DUAL EMPLOYMENT

26.1: <u>Dual Employment</u>. No employee shall be employed at other employment which will be a conflict of interest or impair his performance as a police officer. Prior to taking outside employment, an employee must first discuss the matter with the Sheriff.

#### ARTICLE XXVII

#### PENSION

27.1: <u>Pension</u>. The Employer shall provide for the employees covered by this Agreement the same retirement plan as the Leelanau County Board of Commissioners provides for other County employees, except as may be amended by the parties.

27.2: Effective January 1, 1983, the Employer shall pay the entire cost of the pension program. Any employee who contributed to the pension plan shall be entitled to withdraw those monies contributed by him plus interest (if any) at time of separation from employment with the County, according to the terms and provisions of M.E.R.S.

27.3: Effective January 1, 1983, the existing M.E.R.S. retirement plan shall be increased from its present C level to C-1.

#### ARTICLE XXVIII

#### COST OF LIVING ALLOWANCE

28.1: Effective January 1, 1983, the Employer will cease to pay a cost of living allowance.

28.2: Instead, the Employer will add to the salary structure in effect on December 31, 1982 for classifications covered by this Agreement, the total amount of COLA monies paid in calendar year 1982.

#### ARTICLE XXIX

#### WAGES

29.1:

The Classifications and Wages are incorporated herein:

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29.2: Effective January 1, 1983, the pay rates based on 2,080 hours shall be as follows for the below listed classifications:

Classification	Start	6 Months	<u>l Year</u>	2 Years	3 Years
Corrections/ Dispatcher	14,494	15,543	16,510	17,379	18,272
Corrections Sergeant	18,820	5			
Patrol Deputy	15,474	16,586	17,491	18,298	19,431
Patrol Sergeant	20,014				
Detective Sergeant	20,014				
Animal Control Officer	18,272				

29.3: Effective July 1, 1983, the Differential for the Corrections Sergeant, Patrol Sergeant and Detective Sergeant shall be increased to 5% over top paid Corrections/Dispatcher and top Road Deputy, respectively:

Corrections Sergeant 19,186 Patrol Sergeant 20,403 Detective Sergeant 20,403

29.4: Effective January 1, 1984, the pay rates based on 2,080 hours shall be as follows for the below listed classifications:

Classification	Start	6 Months	<u>1 Year</u>	2 Years	3 Years
Corrections/ Dispatcher	15,509	16,631	17,666	18,179	19,072
Corrections Sergeant	20,026				
Patrol Deputy	16,557	17,747	18,715	19,098	20,231
Patrol Sergeant	21,243				
Detective Sergeant	21,243				
Animal Control Officer	19,072				

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29.5: Effective July 1, 1984, the pay rates based on 2,080 hours shall be as follows for the below listed classifications:

Classification	Start	6 Months	<u>l</u> Year	2 Years	3 Years
Corrections/ Dispatcher	15,509	16,631	17,666	18,979	19,872
Corrections Sergeant	20,866				2
Patrol Deputy	16,557	17,747	18,715	19,898	21,031
Patrol Sergeant	22,083				
Detective Sergeant	22,083				
Animal Control Officer	19,872				

29.6: Effective January 1, 1985, the pay rates based on 2,080 hours shall be as follows for the below listed classifications:

Classification	Start	6 Months	1 Year	2 Years	3 Years
Corrections/ Dispatcher	16,595	17,795	18,903	20,497	21,462
Corrections Sergeant	22,535				
Patrol Deputy	17,716	18,989	20,025	21,490	22,713
Patrol Sergeant	23,849				
Detective Sergeant	23,849				
Animal Control Officer	21,462				

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### ARTICLE XXX

#### WAIVER

The parties acknowledge that during the negotiations 30.1: which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, 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 or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement. It is not the intent of this clause to delete any of the established practices which are uniformly applied in the Department relating to wages, hours and working conditions.

#### ARTICLE XXXI

#### TERMINATION

31.1: This Agreement shall be in full force and effect from January 1, 1983 to and including December 31, 1985 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either upon the other at least sixty (60) days prior to date of expiration. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 1985.

LEELANAU COUNTY BOARD OF COMMISSIONERS

Chairman

SHERIFF OF LEELANAU COUNTY

Ind Such

POLICE OFFICERS ASSOCIATION OF MICHIGAN