

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND THE

MUSKEGON COUNTY SHERIFF

AND

MICHIGAN FRATERNAL ORDER
OF POLICE LABOR COUNCIL

(SHERIFF COMMAND UNIT)

EFFECTIVE: OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2023

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Acceptance of Gifts	22.19	40
Accidents	22.5	35
Additional Costs	19.6	31
AGREEMENT		1
Appeal of Disciplinary Action	7.4	8
APPENDIX A		43
Application of Seniority	5.2	4
Arbitrator's Powers	6.5	7
Benefit Anniversary Date	5.4	5
Benefit Program Compensation Limitations	22.13	39
Bereavement Leave	14.1	17
Bonds and Liability Insurance	19.5	31
Cancelled Vacation	16.6	23
Captions	22.12	38
Classification and Wage Rates	18.1	25
Clothing Allowance	22.7	35
Collective Bargaining Unit	1.1	1
College Degree Pay	18.2	26
COMPENSATION		25
Court Time/Call Back Time	9.4	11
Definition of Grievance	6.1	5
Definition of Seniority	5.1	4
Dental Coverage	19.4	31
DISCIPLINARY ACTION		8
Discipline for Just Cause	7.5	8
DRUG POLICY		33
Drug Policy	21.1	33
Dues Deduction	1.3	2
DURATION		41

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Effect of Leave Without Pay	13.2	15
Election of Remedies	22.16	39
EMPLOYER'S RIGHTS		3
Equipment Reports	22.6	35
Extra Contract Agreements	1.4	3
FAMILY AND MEDICAL LEAVE ACT APPLICATION		14
Family and Medical Leave Application	12.1	14
General Medical Plan Provisions	19.7	31
GRIEVANCE AND ARBITRAION PROCEDURE		5
Grievance Committee	4.1	4
Grievance Committee Meeting	4.2	4
Grievance Procedure	6.2	6
Holiday Eligibility	17.3	25
HOLIDAYS		24
HOURS OF WORK		10
Inactivation	7.8	9
INSURANCE		28
Insurance Coverage Limitation	19.8	32
JOB ASSIGNMENTS		9
Job Assignments	8.1	9
Jury Duty Leave	14.3	18
Layoff	11.1	12
LAYOFF AND RECALL		12
Layoff Pay	11.2	13
Leave of Absence Definition	13.1	14
LEAVE OF ABSENCE WITHOUT PAY		14
Life Coverage	19.2	29
Longevity	18.4	26
Loss or Damage by Employee	22.4	35

**TABLE OF
CONTENTS**

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Lost Time	4.3	4
Maternity Leave	14.2	17
Medical Coverage	19.1	28
Medical Leave	15.4	20
Merit Increases	18.5	27
MISCELLANEOUS		33
No Strike	3.1	4
Non-Discrimination	22.18	40
Notice of Arbitration	6.3	6
Notice of Disciplinary Action	7.2	8
OVERTIME		11
Overtime Authorization	10.2	12
Pay for Day of Injury	15.3	20
Pay for Holiday Work	17.2	24
Penalties	3.2	4
Personal Belongings	22.10	38
Personal Day	17.4	25
Premium Pay for Overtime Work	10.1	11
Premium Rate Exception	10.3	12
PROHIBITIONS		4
PROMOTIONS		32
Re-Assignment	7.7	9
Recall	11.3	13
RECOGNITION		1
Recognized Holidays	17.1	24
REPRESENTATION		4
Reserved Rights	2.1	3
Residency Requirements	22.15	39
Rest Periods	9.3	11
Retiree's Coverage	19.3	29

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Retirement Plan	22.9	37
Return From A Leave Without Pay	13.4	16
Save Harmless	1.5	3
Section 125 Plan	22.20	40
Selection of Arbitrator	6.4	7
SENIORITY		4
Separability and Savings Clause	22.11	38
Sheriff's Department Personnel File	22.8	37
SICK LEAVE		18
Sick Leave Benefits	15.1	18
Sick Leave During Vacation	16.5	23
Special Consideration	15.5	21
SPECIAL LEAVES		17
Supplementary Employment	9.5	11
Term of Agreement	3.1	41
Termination	16.3	23
Termination of Seniority	5.3	5
Time Computation	6.6	7
Training Programs	22.14	39
Tuition Reimbursement	18.3	26
Types of Leave Without Pay	13.3	16
Unemployment Compensation	22.2	34
Union Representation During Disciplinary Action	7.1	8
Union Security	1.2	1
Unsafe Equipment	22.3	34
Use of Sick Leave	15.2	19
Vacancy Posting	20.1	32
Vacation Benefits	16.1	21
Vacation Compensation	16.8	24
Vacation Eligibility	16.4	23
Vacation Pay Advance	16.7	23

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Vacation Scheduling	16.2	22
VACATIONS		21
Verbal Reprimand	7.6	9
Vision Coverage	19.9	32
Waiver	22.17	40
Work Schedule	9.1	10
Worker's Compensation	22.1	33
Working in a Higher Classification	9.2	11
Written Incident Reports	7.3	8

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October 2018, by and between the Muskegon County Board of Commissioners and the Muskegon County Sheriff, party of the first part, hereinafter termed the Employer, and Michigan Fraternal Order of Police Labor Council, party of the second part, hereinafter called the Union, shall be in full force and effect up to and including September 30, 2023.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

RECOGNITION

Section 1.1 **Collective Bargaining Unit**

The Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with the Employer for the law enforcement classifications 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 1.2 **Union Security**

The Employer agrees that during the term of this Agreement it shall be a condition of employment that all present and future employees (after completion of their thirty (30) days probationary period) shall either become members of the Union or pay a reasonable service charge for representation by the Union. Such employees may pay the service charge by means of a check-off as herein below provided.

Section 1.3

Dues Deduction

- A. The Employer agrees to deduct periodically from the pay of each seniority employee all dues, or a service charge in lieu of Union dues, and/or initiation fees of Fraternal Order of Police Labor Council and pay such amount to said Fraternal Order of Police Labor Council for each and every employee provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payment to the Local Union.
- B. The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

1. The Union shall obtain from those employees who voluntarily agree to become members **or voluntarily agree to remit representation fees** a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms.

2. Check-off authorization forms shall be filed with the Employer's Director of Human Resources. The total amount due shall be deducted and forwarded to the Union at the address of:

**Michigan Fraternal Order of Police Labor Council
PO Box 71527
Madison Heights, Michigan 48071-0527**

It is the responsibility of the Labor Council to promptly notify the Director of Human Resources of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.

3. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Human Resources Director within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

4. The Union shall provide at least 30 days written notice to the Human Resources Director of the amount of Union dues and representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least 30 days prior to its implementation.

5. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, or representation fees or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the

deductions so made once they have been sent to the Union.

6. During the term of this Agreement it is the express intent of the Employers and the Union to follow the law as currently defined by the United States Supreme Court decision of *Janus v. AFSCME*, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

Section 1.4

Extra Contract Agreements

The Employer agrees that it will not enter into any agreement with another labor organization during the term of this Agreement with respect to employees within the bargaining unit nor will the Employer enter into any agreement with individual collective bargaining employees which conflicts with the terms of this Agreement.

Section 1.5

Save Harmless

The Union shall indemnify and save harmless .the Employer against any and all claims, demands, suits, or other forms of liability that may arise by reason of compliance with the terms of Sections 1.2 and 1.3.

EMPLOYER'S RIGHTS

Section 2.1

Reserved Rights

It is understood and hereby agreed 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, not inconsistent with the express terms of this Agreement. 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 administration 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 thereof, The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement, said rules and regulations shall be reasonable.

PROHIBITIONS

Section 3.1

No Strike

No employee, union member, or agent of the Union shall call, cause, or engage in any strike, work stoppage, sympathy strike, refusal to cross a picket line of any employer, or cessation of employment of any kind whatsoever.

Section 3.2

Penalties

Any individual employee or group of employees who willfully violate or disregard the provisions of this Article or the arbitration and grievance procedure set forth in this Agreement may be summarily discharged by the Sheriff without liability on the part of the Sheriff, the Employer or the Union.

REPRESENTATION

Section 4.1

Grievance Committee

The Union shall be entitled to form a Grievance and Negotiation Committee consisting of two (2) members, the Business Agent, and any other Fraternal Order of Police Labor Council Official.

Section 4.2

Grievance Committee Meetings

Meetings of the Grievance Committee may be called at reasonable intervals by the Committee members and may be called at any time by the Human Resources Director or his designate.

Section 4.3

Lost Time

The members of the Grievance and Negotiation Committee shall be compensated at their normal rate of pay for all regularly scheduled working time expended in adjusting grievances or in contract negotiations.

SENIORITY

Section 5.1

Definition of Seniority

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

Section 5.2

Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire shall serve a six (6) month probationary period. Probationary employees shall not have access to the grievance procedure regarding evaluations or

termination, but shall be otherwise represented. Employees promoted from other County employment shall serve a six (6) month trial period.

Section 5.3 **Termination of Seniority**

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

- A. He/she quits.
- B. He/she retires under the County retirement system.
- C. He/she is discharged for just cause.
- D. He/she is absent from work for a period of three (3) consecutive work days without notifying the Employer.
- E. If he/she fails to return from a leave without pay as described in Section 13.4.
- F. He/she fails to return after being recalled from layoff within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years on the length of his/her seniority, whichever is less.
- H. An employee promoted or transferred to a position outside of the bargaining unit shall cease to have seniority.
- I. An employee promoted to a Sheriff Department rank excluded from this bargaining unit shall cease to have seniority six (6) months after the date of such promotion.
- J. If he/she fails to return at the expiration of a leave of absence.

Section 5.4 **Benefit Anniversary Date**

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

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 **Definition of Grievance**

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

Section 6.2

Grievance Procedure

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

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

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

Step 3 If the grievance is not resolved at Step 2, the employee and/or his/her designated representative shall forward the grievance to the County Human Resources Director within five (5) working days of the receipt of the Sheriff's written response. The County Human Resources Director shall respond in writing within ten (10) days after receipt of the written grievance.

Section 6.3

Notice of Arbitration

If the grievance is not settled at Step 3 of the grievance procedure, it may be submitted by the Union to final and binding arbitration. Within sixty (60) calendar days of the receipt of the written reply from Step 3, the Union shall proceed with the selection of an arbitrator as indicated in Section 6.4.

If the grievance is concerning a discharge from employment, within ten (10) days of the date of the receipt of the written reply from Step 3, the Union shall proceed with the selection of an arbitrator as indicated in Section 6.4.

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) 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.

Section 6.5

Arbitrator's Powers

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

Section 6.6

Time Computation

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

DISCIPLINARY ACTION

Section 7.1 Union Representation During Disciplinary Action

At any stage of a disciplinary procedure, an employee may be represented by a Steward, a Union officer, or an attorney retained by and for the Union. All constitutional Weingarten and Loudermill protections shall apply to disciplinary action.

Section 7.2 Notice of Disciplinary Action

When any disciplinary action is taken against an employee, the employee shall be given a minimum of twenty-four (24) hours' notice and an opportunity for Union representation and then to state his/her position and offer any immediately available evidence to his superior officer rendering such discipline. Notice of any disciplinary action shall be given to the Union by the Employer within forty-eight (48) hours excluding Saturday, Sunday, and holidays of the invocation of the disciplinary action except as specifically excepted herein. The notice will normally be delivered to the Steward or alternate. If neither is at work, an email with delivery confirmation or fax to the Union headquarters shall be sufficient notice. The written disciplinary action shall cite, where appropriate, the specific sections of the rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

Section 7.3 Written Incident Reports

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

Section 7.4 Appeal for Disciplinary Action

If an employee disagrees with a disciplinary action taken against him/her, he/she may, within five (5) days of the imposition of the disciplinary action, file a grievance which shall be taken up at Step 2 of the grievance procedure.

Section 7.5 Discipline for Just Cause

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

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 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 work days
- 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.

- 2. Patrol and Jail Units

- a. Rotating days off

- D. General Principles.

The Sheriff will endeavor to schedule Command Officers on rotating days off to have every other weekend off; however, it is understood that such scheduling which results in consecutive work days 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.

Section 9.2

Working in a Higher Classification

If a Command Officer is required to work in a higher classification in excess of thirty (30) days, he/she shall receive the higher rate of pay.

Section 9.3

Rest Periods

Employees shall normally be granted a minimum of eight (8) hours before having to report back to duty in situations of manpower shortage or emergencies.

Employees reporting back other than the regular shift time will be subject to all overtime provisions of this Agreement.

Section 9.4

Court Time/Call Back Time

All employees who are required to report for work other than their regular shift will receive a minimum of two (2) hours guarantee at the premium rate called for under the terms of this Agreement.

Section 9.5

Supplementary Employment

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

OVERTIME

Section 10.1

Premium Pay for Overtime Work

- A. For employees on a five (5) consecutive workdays schedule, work extending beyond scheduled shift in any one (1) day, or over eighty (80) hours in a regular two (2) week pay period for 8 (eight) hour shifts or eighty-four (84) hours in a regular two (2) week pay period (or over seventy-two (72) hours for twelve (12) hour shifts as applicable per the work schedule cycle in Section 9.1 above), shall be compensated for at one and one-half (1-1/2) times the employees' regular hourly rate for base pay.
- B. For employees on a rotating days schedule, the employees shall receive overtime pay when they work any time in excess of their regularly scheduled shift or at any time they are required or requested to work any hours outside of their regular schedule.

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.

- C. 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.
- D. 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 11.2

Layoff Pay

In the event of a layoff, any such laid off employee shall receive layoff pay consisting of his regular rate of base pay for eighty (80) hours. Such payment shall be made at the effective date of layoff. Accumulated vacation pay and pay for his accumulated sick leave shall be paid to a laid off employee sixty (60) days after layoff.

Section 11.3

Recall

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

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

- D. Employees shall notify the Employer of his/her intent to return to work within three (3) days of his/her receipt of notice to return.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 12.1 **Family and Medical Leave Act Application**

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Article 16, Vacations (annual leave); Article 15, Sick Leave; and Article 13, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.
- E. A claimed violation of the Act or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through procedures in the Act unless mutually agreed otherwise.

LEAVES OF ABSENCE WITHOUT PAY

Section 13.1 **Leave of Absence Definition**

For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it be one (1) day or the maximum time allowable under the reason for the Leave.

When an employee is granted a leave of absence without pay, the Sheriff commits himself to allowing the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when he/she went on leave, as specified in Section 13.3. During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate, not

to exceed (6)calendar months. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not be subject to the terms of this agreement.

When granted a Leave of Absence Without Pay, the employee commits himself/herself to returning to work at the end of the Leave. The Leave of Absence will expire based on the type of leave specified in Section 13.3.

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 Leave 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 toward the Longevity Plan or credit toward the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
- I. Must pay any group hospitalizations premiums falling due during any month in which the employee has not worked at least one (1) week. (Such premiums are normally paid by the County for eligible employees.) Employees on such Leaves 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 employee's Group Life Insurance. If the employee fails to return to active County employment by the end of this approved Leave of Absence Without Pay, his group life insurance coverage is terminated.

Section 13.3

Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.
 - 1. To be used when the employee has exhausted his/her accumulations of earned Sick Leave with pay and earned Annual Leave.
 - 2. To be granted only on the written recommendation of the employee's physician.
 - 3. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such a Leave is requested, it must be granted, except no more than two (2) Leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay).
- E. To cover time off because of personal reasons. Such a leave requires the approval of the employee's department head and the Human Resources Director and may not exceed twelve (12) months.
- F. To cover time off if an employee is elected or appointed to a full-time Union position for a period of up to twelve (12) calendar months, provided however, that approval to fill such position is obtained from the County Board of Commissioners. Any renewal of such leave shall be at the Sheriff's discretion.

Section 13.4

Return From a Leave Without Pay

If an employee fails to return to County employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, the employee must submit a resignation from the County Service. Failure to contact the Department Head or the Human Resources Department at the end of the Leave shall be grounds for labeling the separation from the County Service a voluntary quit.

SPECIAL LEAVES

Section 14.1

Bereavement Leave

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

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

Section 14.2

Maternity Leave

Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure subject to the following:

- A. The Employer shall be notified by a doctor's statement as soon as possible after such medical confirmation of the pregnancy is received; such notice to include estimated date of delivery, estimated last day of work, and confirmation of the employee's continued ability to work. It is the employee's obligation to advise the Employer by a doctor's statement at any such time as the employee becomes unable to work due to the pregnancy prior to the estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery until she has supplied her Department Head with a statement from her physician that she is physically and medically able to return to her duties as a County employee. A copy of this statement shall be forwarded to the Human Resources Department.
- C. In any case, if an employee has not returned to work within one (1) month after delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this section or failing to return to work when found able by their physician will be separated from County employment.
- D. Leaves of absence without pay, not to exceed twelve (12) months as provided under Sick Leave, Section 15.2 may be requested by employees under this section.

Section 14.3

Jury Duty Leave

Employees on jury duty or subpoenaed as witness, except where such subpoena is the result of secondary employment, shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the courts, not including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel or appearing as a witness shall return to work for the balance of the day when he/she is excused by the court from further attendance.

SICK LEAVE

Section 15.1

Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

Years of Service Per Pay Period	Days	Sick Leave Earned In 12 Months	Maximum Sick Leave Accumulation
0 - 10	.4615	12	Unlimited
11 -	.6923	18	Unlimited

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

Compensation for unused sick leave at retirement to be based on an example formula as follows:

Employee has 1920 hours of unused sick leave at retirement. Payoff would be three quarters of 1920 which is 1440 hours. 1440 hours is 180 eight-hour days.

240 days * 8 hour days= 1920 hours
75% of 1920 hours= 1440 hours
1440 hours= 180 eight hour days

The max pay as stated in the current language.

- C. A day of sick leave shall be cancelled for each day an employee is off sick during a normal work week.

For employees hired on or after December 21, 2010 (not including employees promoted into the Command Unit), employees shall accumulate sick leave at the rate of .4615 days per pay period during the first through fifteenth year of service. Commencing with the sixteenth year of service this rate of accumulation shall increase to .6923 hours per pay period. Sick leave time will be accumulated by two (2) week pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period. Accumulation shall be unlimited. For the purposes of this schedule a day is defined as twelve (12) hours pay at the employee's regular rate, regardless of the shift worked/assigned. If at any time the twelve (12) hour shifts are eliminated, the definition of a day will revert back to eight (8) hours.

- A. Effective December 21, 2010 new hires (not including existing employees promoted into the Command Unit): Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees 'Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, up to one hundred twenty (120) days [maximum payout - ninety (90) days] Payment shall be based on the rate the employee is earning at the time of separation.
- B. Effective December 21, 2010 new hires (not including existing employees promoted into the Command Unit): Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated Sick Leave, up to one hundred twenty (120) days [maximum payout - sixty (60) days]. Payment shall be based on the rate the employee is earning at the time of separation.
- C. Donated Leave Policy approved by the Muskegon County Board of Commissioners.

Section 15.2

Use of Sick Leave

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

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

Section 15.3

Pay for Day of Injury

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

Section 15.4

Medical Leave

- A. Physician's Verification. A doctor's written verification may be required as evidence of an employee or family illness as outlined in Section 14.2 or any injury that prevented his attendance at work for a period in excess of three (3) continuous days. Falsification of such evidence will be sufficient cause for disciplinary action. The employee will sign a medical release if additional medical evidence is required by the Sheriff.

In addition, proof of disabling illness may be required for any sick usage when an employee's sick leave accumulation falls below 50% of possible accumulation during the first two (2) years of employment. After two (2) years of employment, an employee with a history of short-term leave usage may be required to provide a medical statement of disabling illness if their sick leave accumulations are less than one-half (1/2) of possible accumulations based on the employee 's years of service. Falsification of such evidence will be sufficient cause for disciplinary action.

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

Section 16.3

Termination

Any employee who has completed his probationary period who terminates County employment shall be paid for his/her accumulated vacation days at the rate of pay currently received by said employee.

Section 16.4

Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until he/she has been on the payroll for a continuous period of at least six (6) months and has satisfactorily completed his/ her probationary period. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section.16.1 of this section. Vacation with pay will not be granted before vacation time has been earned.

Section 16.5

Sick Leave During Vacation

Sick leave taken during a vacation (not exceeding the accumulated sick leave of the employee) shall be counted as time worked for the purpose of computing vacation benefits. Absence due to duty-connected disability shall also be counted as time worked, however, effective January 1, 1981, this shall be limited to one (1) year.

Section 16.6

Cancelled Vacation

If a properly scheduled vacation must be cancelled by the Sheriff, the employee shall be paid his/her normal hourly rate for the lost vacation time and in addition shall be paid his/her normal hourly rate for the actual time worked. However, upon the request of the employee, the Sheriff and the County Administrator may grant that the vacation be rescheduled either the same calendar year or the following year.

Section 16.7

Vacation Pay Advance

If a regular pay day falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the payroll office for his/her check two (2) weeks before the pay day he/she expects to receive the check, if he/she desires to receive it in advance.

Section 16.8

Vacation Compensation

In accordance with Internal Revenue Service private letter ruling number 200450010, release date 12/10/04, 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 an one-time, irrevocable election to voluntarily elect to have up to eighty (80) hours of vacation time deducted from his/her subsequent year vacation 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 eighty (80) hours of unused vacation leave, then (1) any hours above eighty (80) that the employee has banked will be deemed to be used first, and (2) of the eighty (80) 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.

HOLIDAYS

Section 17.1

Recognized Holidays

The following days shall be recognized as holidays:

New Year's Day	Veterans ' Day
Martin Luther King Day	Thanksgiving Day
Presidents ' Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve

Section 17.2

Pay for Holiday Work

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 the holiday shall be paid in addition to holiday pay, time and 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.

Section 17.3

Holiday Eligibility

Employees whose regularly schedule day off lands on a holiday, shall be paid eight (8) hours base pay for the above designated holidays, providing they meet all of the following eligibility rules and qualifications:

- A. The employee has seniority as of the date of the holiday.
- B. The employee must have worked his last day scheduled before the holiday and his/her first day scheduled after the holiday, unless excused by the Sheriff, or:
 - 1. He/she is off work on an authorized sick leave and has accumulated sick leave time due, or;
 - 2. He/she is off work due to an occupational injury, or;
 - 3. He/she is on his/her annual vacation and has accumulated annual leave time due, or;
 - 4. He/she is on one of his/her regularly scheduled days off.

Section 17.4

Personal Day

Effective the first full pay period following October 1st of each year each full-time and part-time eligible employee shall be allowed three (3) days of personal leave, with pay, for each contract year provided they have completed six (6) months of continuous service. Personal hours may not be carried forward into the next fiscal year. Personal time can be taken at any time with the approval of the Sheriff or his designee. Personal time shall be counted as time worked for the purpose of calculating Overtime. Any 2018 Personal Days that an employee has not used upon the execution of this contract will expire on January 4, 2019.

COMPENSATION

Section 18.1

Classification and Wage Rates

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

Section 18.2

College Degree Pay

Employees who have completed a Master's Degree in Police Science/Criminal Justice or other related fields as determined by the Sheriff from an accredited college or university shall receive an additional pay adjustment of seven and one-half percent (7.5%) above base rate. Any Command Officer who has received a four (4) year B.A. Degree in Police Science/Criminal Justice from an accredited college or university shall receive an additional pay adjustment of six and one-half percent (6.5%) above and beyond the base pay range.. Any Command Officer who has received a two (2) year A.A. Degree from an accredited college shall receive an additional pay adjustment of three and one-half percent (3.5%) above and beyond the base pay range

Section 18.3

Tuition Reimbursement

Any member of the Sheriff Command Unit employed by the County, who desires to enroll in one or more courses in a criminal justice, public administration or public safety related degree at an accredited educational institution must submit, in advance of commencing such course(s), a letter of application to the Employer for reimbursement of fifty percent (50%) of the cost of the tuition.

The letter of application shall be submitted to the Sheriff listing the course(s) to be taken by title and course number along with a short description of the course content and name of the accredited educational institution.

If the application is approved and upon proof of satisfactory completion (grade "C" or better) of the course(s), the employee shall be reimbursed for the designated expenses within sixty (60) days. The employee must be on the Employer's payroll in good standing at the time the refund is made. If the employee terminates from County employment within one (1) year of the date of completion of the course(s), the employee must repay the amount of reimbursement for the course(s) to the County.

The total funding available for purpose of this program is limited to \$3,000 for each Sheriff Department Fiscal year. Reimbursement for approved course(s) will be provided, within this limitation, on a first come, first serves basis.

Section 18.4

Longevity

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

<u>Years of Continuous Service as of December 1 of each Year</u>	<u>Amount of Payment</u>
5 years	\$250.00
For each completed year after 5 years	\$50.00 Additional

Compensation for continuous service with the County shall be provided on the basis of the following schedule for employees hired on or after December 21, 2010:

<u>Years of Continuous Service as of December 1 of each Year</u>	<u>Amount of Payment</u>
10 years	\$500.00
For each completed year after 10 years	\$50.00 Additional to a maximum of \$1,250

Longevity payment shall be paid where applicable in December. Employees must be in pay status as of December 1 in order to be eligible for longevity payments.

- B. If an employee is not in pay status at the required dates, he/she will be paid a pro rata payment based on hours worked during the period. An employee on leave of absence without pay during the period or who retires under MERS during the period, will be paid a pro rata payment based on hours worked during the period. An employee who separates from County service during the period for any other reason, shall receive no payment.

Section 18.5

Merit Increases

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

INSURANCE

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.

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.

Section 19.2

Life Coverage

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

Section 19.3

Retiree's Coverage

The Employer shall provide medical coverage through insurance or a self-funded plan to individuals hired prior to November 1, 2014 and who are vested under the MERS plan by meeting age and service requirements, and for individuals who apply to MERS for disability retirement before separation, or within 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. The insurance will become effective at the time the individual begins collecting his/her pension check from MERS. In addition, active retirees' dependents will be allowed to participate in the County's group health insurance program, but cost for coverage for any retiree's dependents shall be paid by the retiree.

The eligible retiree will have the choice between the Healthcare Savings Account (HSA) plan, with no further employer contribution, or the High Deductible (HD) plan. Only employees employed in the Sheriff Command bargaining unit on October 1, 2018 and who retire under this agreement shall have the additional option of enrolling in what is currently referred to as the 2P health insurance plan. The parties agree that the medical coverage for eligible retirees is valid on a primary basis until the retiree is eligible for Medicare and on a supplemental basis, via a Medicare Advantage plan, thereafter; for the lifetime of the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after January 1, 1994.

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees Coverage Paid by County</u>
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76

20	80
21	84
22	88
23	92
24	96
25	100

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after December 21, 2010 :

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees Coverage Paid by County</u>
15	40
16	44
17	48
18	52
19	56
20	60
21	64
22	68
23	72
24	76
25	80
26	84
27	88
28	92
29	96
30	100

The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.

For employees hired on or after the execution of the contract, the County shall provide a Voluntary Employee Benefit Association (VEBA) type plan, whereby the County would contribute 3% of gross wages.

The Retirement Health Care Plan to be offered is Blue Cross Blue Shield 2 PR.

Section 19.4

Dental Coverage

The County agrees to provide to all permanent employees dental insurance or coverage with an employee contribution of 15% of the monthly premium. The contribution amount will be paid to the County by employee through regular payroll deduction, which deduction is hereby authorized by this agreement.

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 Officers.

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

Section 19.6

Additional Costs

Any additional cost for coverage above and beyond that described above shall be paid for by the individual employee through regular payroll deduction, which is hereby authorized by this Agreement. Each employee shall complete and submit all papers and forms required by the insurer.

Section 19.7

General Medical Plan Provisions

- A. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided above, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.

- B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 19.1 above shall remain in

effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in (A) above.

Section 19.8 **Insurance Coverage Limitation**

Medical, dental, vision and life insurance or plan coverages will become available - and effective for new employees three (3) calendar months after date of hire into a permanent position and upon successful completion of the probationary period.

Section 19.9 **Vision Coverage**

Effective upon execution of the contract and open enrollment period the County agrees to provide Vision Coverage to all permanent employees with an employee contribution of 15% of the monthly premium equivalent for the employee and applicable dependents. The contribution amount will be paid to the County by the employees via payroll deductions, which deduction is hereby authorized by this agreement.

PROMOTIONS

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.
2. Ability to perform at an advanced level.
3. Quality of previous work performance.
4. 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.

DRUG POLICY

Section 21.1

Drug Policy

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, 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 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 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.

MISCELLANEOUS

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.
2. As a result of a traffic accident.
3. As a result of 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 22.2 **Unemployment Compensation**

The County will provide for all employees of the bargaining unit Unemployment Compensation as prescribed by law. Such Unemployment Compensation shall provide the maximum coverage by law for each employee of the bargaining unit.

Section 22.3 **Unsafe Equipment**

- A. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. If an employee refuses to operate said equipment without justifications, said employee may be subject to disciplinary action, including discharge. "Justification" shall mean a determination made by the departmental mechanic, or, in the event of dispute, by an outside mechanic from an established garage or dealership.

B. The Employer shall not require a member of this bargaining unit to use, operate or carry any equipment that is in dis- repair, that malfunctions, or is unsafe where such disrepair, malfunction or unsafe status would impair or endanger the assigned activity.

Section 22.4 **Loss or Damage by Employee**

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

Section 22.5 **Accidents**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his/her immediate supervisor. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall .turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 22.6 **Equipment Reports**

A. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. No employee shall be required to take out equipment that has been determined by the garage mechanic as being in an unsafe operating condition for the assigned activity.

B. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe operating condition for the assigned activity, and receives no consideration from the Employer, he/she shall take the matter up with the Officers of the Union who will take the matter up with the Sheriff.

Section 22.7 **Clothing Allowance**

A. Uniform Complement. The Employer will provide each employee who is required to wear and continuously maintain prescribed items of uniform clothing and personal equipment, the following items of clothing and equipment:

One Pair Handcuffs
One Winter Car Coat
Three Summer Shirts
Three Winter Shirts
Two Neckties
Three Summer Trousers (if available)
Three Winter Trousers or Slacks
One Waist Belt
Two Name Bars
Two Badges
One Standard Service Weapon

Rain Coat
ID Card and Leather Holder Four
Keepers
One Pair of Overshoes
One Sam Browne Belt One
Handcuff Holder One
Holster
One Double Cartridge Holder One
Key Holder
One Pair Gloves One
Tie Clasp

- B. Clothing Allowance. In each year of the Agreement, each employee will receive a uniform maintenance allowance of \$650.00 per year. Employees assigned to plain clothes and K-9 will receive \$900.00 annual clothing maintenance allowance. Employees who terminate within the year subsequent to receipt of the uniform maintenance allowance payment will reimburse the Employer for that portion of uniform maintenance allowance payment attributed to the time subsequent to the termination, with such reimbursement being made as a deduction from the employee's final paycheck.
- C. Life Protection Vests. The Employer will provide each employee regularly assigned to the road patrol units a life protection vest once every five (5) years, unless determined by the Sheriff, at his discretion, that replacement is warranted sooner.
- D. Clothing Replacement. Articles of uniform clothing and personal equipment rendered unserviceable by virtue of normal wear or damage in the line of duty will be replaced by the Employer. The Sheriff of Muskegon County shall determine when replacement is necessary. Worn or damaged articles shall be surrendered to the Sheriff upon replacement of same. All uniforms and equipment shall be ordered within thirty (30) days of request.
- E. Employer Property. All present uniform clothing and equipment (not to exceed the basic uniform listed above) and future procurement and replacement of uniform clothing and equipment shall become and shall remain the property of the Employer.
- F. Surrender of Uniforms. Upon termination of employment with the Muskegon County Sheriff's Department, all uniform clothing and personal equipment shall be surrendered to the Muskegon County Sheriff Department prior to the issuance of the final pay check. Serviceable equipment so surrendered may be re-issued to a new officer of the same or approximately the same measurements.

- G. Cleaning and Laundry. All employees covered by this Agreement shall be personally responsible for proper cleaning, altering and laundry of the items provided. If an employee is temporarily assigned to Detective duty or otherwise required to wear civilian clothing while on duty, he/she shall be compensated for the use of his/her personal clothing. The amount of that payment shall be equal to one twelfth (1/12) of the annual dollar amount paid to permanently assigned personnel for each full month (or major portion thereof) of such assignment.

Section 22.8 **Sheriff's Department Personnel File**

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

Section 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 known as Benefit Program B-3 with Benefit Program identified as F50(25) and FAC-3 as described in the Michigan Municipal Employees Retirement Act, with the frozen FAC methodology, 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.

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 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.

Employee's enrolled in the MERS defined contribution plan shall contribute five percent (5%) to ten percent (10%) with an employer contribution of five percent (5%) of the employee's gross wages.

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.

Section 22.10 **Personal Belongings**

The County shall replace or reimburse the value up to \$125.00 (up to \$200.00 for eyeglasses only), and subject to depreciation, of any article ruined or destroyed belonging to an Officer who is lawfully performing his duty.

Section 22.11 **Separability and Savings Clause**

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

In the event that any section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations upon the request of the Union for such sections during the period of invalidity or restraint for the purpose of arriving at mutually satisfactory replacement.

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

Section 22.12 **Captions**

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

Section 22.13 **Benefit Program Compensation Limitations**

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

Section 22.14 **Training Programs**

The Employer shall determine training requirements for employees to establish and maintain skills, proficiencies and certification necessary to the performance of work assignments in the Sheriff Department. If the training program occurs outside of the employee's regularly scheduled work day, the employee will be compensated in accordance with Section 10.1, Premium Pay for Overtime Work.

Section 22.15 **Residency Requirements**

All employees of the Muskegon County Sheriff Department shall live within twenty (20) miles of the nearest Muskegon County boundary line (Act 212 of 1999).

This requirement does not apply to a person who is married and both of the following conditions are met:

- A. The person's spouse is employed by another public employer;
- B. The person's spouse is subject to a condition of employment or promotion that, if not for this section, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

This section would not affect current employees unless they move from their present address after the effective date of this contract.

Section 22.16 **Election of Remedies**

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

Section 22.17

Waiver

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 22.18

Non-Discrimination

- A. The Employer and the Union agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight or marital status.
- B. The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel Union membership.

Section 22.19

Acceptance of Gifts

No employee shall accept loans, gifts, money or goods, services or other preferred arrangements for personal benefit under any circumstances directly involving influence upon the manner in which he/she performs his/her work, makes his/her decisions or otherwise discharges his/her duties as a County employee.

Section 22.20

Section 125 Plan

The County shall make available to each qualified employee included in the bargaining unit participation in the County of Muskegon Section 125 Plan on the terms set form in the plan document for this bargaining unit.

DURATION

Section 23.1

Term of Agreement

This Agreement shall be in full force and effect from the date hereof to and including September 30, 2023. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to the expiration of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

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

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

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals October 1, 2018.

COUNTY OF MUSKEGON

**FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Benjamin Cross, Chairperson
County Board of Commissioners

Edward Fox
Business Representative

Nancy A. Waters, County Clerk

Mark Burns, Steward

Michael Poulin, Sheriff

Shane Brown, Steward

APPENDIX A

Classification and Wage Rates

Defined Benefit Employees

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SERGEANT	Hourly	29.51	30.58	31.72	33.03
LIEUTENANT	Hourly	34.63	36.22		
CAPTAIN	Hourly	36.35	38.04	39.71	

Employees covered under the Command Unit collective bargaining agreement prior to October 1, 2018 and eligible for the MERS' defined benefit plan will receive an additional forty-eight cents (\$0.48) on their base pay rate upon the first full pay period following execution of this agreement.

Defined Contribution Employees

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SERGEANT	Hourly	29.02	30.09	31.23	32.54
LIEUTENANT	Hourly	34.14	35.73		
CAPTAIN	Hourly	35.86	37.55	39.22	

Effective October 1, 2018 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2019 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2020 all classifications within the collective bargaining agreement shall receive an across the board increase of two percent (2%).

Effective October 1, 2021, wage reopener

Effective October 1, 2022, wage reopener