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Agreement Between The

MASON COUNTY BOARD OF COMMISSIONERS
AND THE SHERIFF OF MASON COUNTY



And
Fraternal Order
of Police
State Lodge of Michigan
Labor Council

Mason County

ARLO D. SLAGLE LODGE NO. 116

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INDEX

	<u>Page</u>
AGREEMENT	1
COUNTY RIGHTS	2
RECOGNITION	3
REPRESENTATION	4
LODGE SECURITY	5
SPECIAL CONFERENCES	6
DISCIPLINARY ACTION	7
GRIEVANCE PROCEDURE	10
PROMOTIONS	16
SALARIES	18
HOSPITAL AND MEDICAL INSUANCE; EXTENDED INSURANCE BENEFITS	20
HOURS AND RATES OF PAY	22
HOLIDAYS	25
SICK LEAVE	27
BEREAVEMENT LEAVE	28
LODGE BUSINESS LEAVE	29
LAYOFF AND RECALL	29
UNIFORMS	30
PENSION PLAN	33
MAINTENANCE OF STANDARDS	34
VALIDITY	34
CAPTIONS	34
GENDER	34
SAFETY	34
VEHICLES	35

LODGE BULLETIN BOARD

35

OTHER EMPLOYMENT

35

DURATION

36

LETTER OF UNDERSTANDING

37

AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 1988, and effective the 2nd day of January, 1987, by and between the Mason County Board of Commissioners, and the Sheriff of Mason County, hereinafter referred to as the "COUNTY", and the Fraternal Order of Police, Arlo D. Slagle Lodge No. 116, hereinafter referred to as the "LODGE".

WITNESSETH:

WHEREAS, the parties hereto recognize that an objection of this Agreement is to fairly compensate and benefit the Mason County Sheriff's employees, all of which are recognized to be professional personnel, trained and dedicated to carry out a constitutional mandate crucial to the daily well-being of every Mason County resident;

WHEREAS, the parties agree that the purpose and intent of this Agreement is to: (1) assure for the employees, as well as the parties hereto, a sound and mutual beneficial working and economical relationship, (2) provide an orderly and peaceful means of resolving any misunderstanding, and (3) set forth herein basic agreements concerning rates of pay, salary, hours and other working conditions;

WHEREAS, the parties recognize the principles and responsibilities involved in the area of civil rights and in this Agreement reaffirm their commitment not to discriminate because of race, creed, color, national origin, age, sex or number of dependents, and further, affirm their desire to adhere to fair work practices and good faith bargaining procedures.

IT IS HEREBY AGREED by and between the parties hereto as follows:

COUNTY RIGHTS

Section 1.0: No Discrimination. County agrees not to discriminate against any employee because of his or her membership in the Lodge.

Section 1.1: Rules and Regulations. The County and the Lodge agree that the rules and regulations of the Mason County Sheriff's Department, together with any amendments which may, from time to time, be provided by the Sheriff, shall be incorporated with binding effect upon the employees; and further, parties agree said rules and regulations shall not be applied by the parties hereto in a discriminatory manner unrelated to the proper performance and duties of department personnel.

Section 1.2: No Strike. Parties hereto mutually agree and recognize that the services performed by the employee are essential to the public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of the services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their work, or picket. Lodge further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County and the Sheriff as long as this contract is in force.

RECOGNITION

Section 2.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County hereby recognizes the Lodge as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, for the employees employed by the Mason County Sheriff's Department and the following described unit:

All full-time Sheriff's Department employees, both certified and uncertified; but excluding those positions commonly referred to as the Sheriff, Undersheriff, Acting Chief Deputy, Cook, part-time Marine Officers, and part-time Matrons.

Section 2.1a: Certified Personnel. The Lodge and the County recognize the following positions as those which are Certified Employee positions:

Road Officers, Detectives and all those employees who are either Certified by the State of Michigan or who are Certified by "Grandfather Clause" and who can enforce the general laws of the State of Michigan.

Section 2.1b: Uncertified Personnel. The Lodge and the County recognize the following positions as those which are not certified positions:

Jailer, Clerk-Dispatcher, Full-time Matron, Court Officer and all those positions which, by their very nature, need not be certified because the employee will not be enforcing the general laws of the State of Michigan.

Section 2.1c: Certified personnel may be required to perform uncertified personnel work, and uncertified personnel may be required to perform other non-certified personnel positions.

Section 2.2: Extra Contract Agreement.

The County agrees not to enter into any agreement with another labor organization with respect to the employees covered by this Agreement, nor any Agreement or contract with

employees covered by the Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

Section 2.3: New Classifications. The Lodge reserves the right to negotiate the wages, hours and conditions of employment of any new classifications that might be created within the bargaining unit. (Classifications as used herein refers to those positions of rank as set forth in Section 10 and such other new ranks as may be covered by the terms of this contract.)

REPRESENTATION

Section 3.0: Stewards. The County recognizes the right of the Lodge to designate a Steward and Alternate from the seniority list and unit described in this Agreement. Once the Steward and the Alternate are selected, their names will be submitted to the County and the Sheriff for their information.

Section 3.1: Duties of Chief Steward. When requested by an employee, the Chief Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation; he may be allowed reasonable time thereof during working hours without loss of time or pay, upon notification and prior approval of the immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Chief Steward or Alternate, the representative shall be given the opportunity to be present.

Section 3.2: Collective Bargaining Committee. The County agrees to recognize not more than three (3) non-probationary employees covered by

this Agreement as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of collective bargaining negotiation with the County.

Section 3.3: Names of Committeemen. The Lodge shall, in advance, furnish the County in writing with the names of its collective bargaining committee members. The County and the Lodge shall have the right to have outside representatives present if they are requested.

LODGE SECURITY

Section 4.0: Agency Shop. As a condition of employment, all employees included in the collective bargaining unit set forth in Section 2.0, thirty-one (31) days after the start of their employment with the county or the effective date of this Agreement, whichever is later, shall either become members of the Lodge and pay to the Lodge the periodic monthly dues uniformly required of all Lodge members, or pay to the Lodge a monthly service fee which shall be less than the periodic monthly dues required of all members. An employee shall be deemed to be in compliance with provisions of this Section if he has tendered the periodic dues or service fee to the Lodge, and if he is not more than thirty (30) days in arrears in payment of such dues to the Lodge, the employee shall be separated from his employment by the County following written notice and demand thereof by the Lodge.

Section 4.1: Checkoff. The County agrees to deduct periodic, monthly Lodge Membership Dues or the monthly Service Fee from the pay of each employee who voluntarily executes and files with the County the proper

written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement. Meetings and conferences pursuant to this Section shall be held at a time and a place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons.

Section 5.1: The Lodge may meet at a place designated by the County on the County's property for a period not to exceed one-half (1/2) hour immediately preceding a conference for which a written request has been made.

DISCIPLINARY ACTION

Section 6.0: Primary Responsibility. Discipline is primarily the responsibility of the Sheriff but may be designated to other administrative personnel by the Sheriff.

Section 6.1: Charges and Specifications. The charges and specifications resulting in any disciplinary action shall be reduced to writing by the Sheriff or his designee, invoking the action, and copies shall be furnished to the Lodge and the employee against whom the charges are brought.

Section 6.2: Specific Section. Such charges and specifications brought against an employee shall be specific in the charge, or where applicable,

shall cite the rule, regulation, policy, law or ordinance which is alleged to have been violated.

Section 6.3: Administrative Hearing Board. Whenever charges are brought against an employee of the Sheriff's Department, the Sheriff, along with other members of the administrative staff, will hold a hearing with the accused employee and his representative for the purpose of determining the validity of the charges. The charged employee may elect to answer the charges or refrain from answering them at this time, but will supply a written statement concerning the charges to the Sheriff within twenty-four (24) hours after the administrative board has ended its hearings.

Section 6.4: Right to Reports. Upon his request, the Lodge Field Representative shall be given a copy of all reports, complaints or other information, filed by an employee, supervisor or any other officer, or department, or division head or any such complainant whomsoever, which are the basis for disciplinary action at the time the disciplinary action is initiated, if and when available.

Section 6.5: Representation. Any employee of the Sheriff's Department who stands accused of a violation of the rules and/or regulations of the Sheriff's Department, or who is accused of violating a law of the State of Michigan or of the Federal Government, may be represented at any hearing by a steward or a Lodge representative or a Lodge Attorney.

Section 6.6: Past Infractions. In imposing any discipline on a current charge, the County will not base its decision upon any prior infractions of the rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.

Section 6.7: Past Violations of State or Federal Laws. Whenever an employee has been disciplined because of a conviction of law or ordinance, and the employee has not been discharged from the Sheriff's Department, a record of the action taken against the employee will be kept as a permanent record and can be used to base a disciplinary decision in the future regardless of the type of violation committed.

Section 6.8: Rendering Decision. The Administrative Hearing Board shall render its decision within forty-eight (48) hours after the close of the hearing, or forty-eight (48) hours after receipt of the written statement of the employee as provided for in Section 6.3. If after the Administrative Hearing Board has issued its decision, the employee wishes to proceed to the Grievance Procedure, a written grievance shall be filed within seven (7) calendar days from and after receiving the decision of the Administrative Hearing Board. If the grievance is not filed timely, the decision of the Administrative Hearing Board shall be final and not appealable.

Section 6.9: Settlement. If prior to filing a formal grievance, a settlement is reached by the Sheriff, the grieved employee and the Lodge, the settlement shall be reduced to writing and signed by the parties. Such settlement shall bind the parties to such agreement.

Section 6.10: Just Cause. All disciplinary action shall be for just cause. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action.

Section 6.11: Progressive Discipline. The Lodge acknowledges that progressive discipline need not be utilized for major infractions or for violating state or Federal laws, or local ordinances. For the purpose of

this Section, "major infractions" shall be defined as the violation of any department rule which carries a penalty of suspension or discharge for the first offense violation.

GRIEVANCE PROCEDURE

Section 7.0: Grievances.

A. For the purpose of the Agreement, "grievance" shall mean a dispute between the County and the Lodge or between the County and an employee(s) in respect to rates of pay, wages, hours of employment and other conditions of employment, and/or violation of this Agreement, and/or the rules and regulations of the Sheriff's Department and/or the County of Mason.

B. The grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated or rules and regulations, and shall set forth complete and known facts pertaining to alleged violation. Any grievance not conforming to the provisions of this paragraph shall be denied.

Section 7.1: Time Limits.

A. Grievances shall be processed as rapidly as possible. The number of calendar or working days at each level shall be considered binding. Time limits in the steps may be shortened or extended by mutual agreement of the parties in writing.

B. Any grievance not taken to the next step within the time limits specified herein will be considered settled without precedent.

C. If the County does not respond within the time limits or procedures required in each step, the grievance shall be considered settled as requested without precedent.

D. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

E. Working days shall be defined as Monday through Friday, excluding holidays.

Section 7.2: All Grievances.

A. Grievances shall be processed in the following manner within the stated time limits.

B. The Lodge or the grieving employee of the Lodge shall present the grievance in writing to the Chief Deputy or the Sheriff's designated representative. The grievance must be so presented within seven (7) calendar days after occurrence of the circumstances giving rise to the grievance or seven (7) days from when the Lodge should reasonably have known of the occurrence, not including the day of the occurrence.

C. The Chief Deputy or the Sheriff's designated representative shall have five (5) working days to answer. This answer shall be in writing.

D. If the Lodge is not satisfied with the answer in "C" above, they shall submit the grievance to both the Sheriff and the Chairman of the County Board of Commissioners, or his designated representative. Both parties shall meet with the grieving employee and the Lodge Representative within five (5) days after receipt of such grievance, and all

parties shall attempt to resolve said grievance. The Board of Commissioners may designate their representatives for such meetings.

E. The Sheriff and the County Representative shall meet together for the purpose of answering the grievance and shall submit their answer to the Lodge and the grieved employee within ten (10) days after the completion of "D" above.

F. If the Lodge is not satisfied with the answer submitted by the Sheriff and the County Representative, it may file for arbitration pursuant to Section 7.3 below.

Section 7.3: Arbitration.

A. In accordance with the procedure of the Michigan Employment Relations Commission, the Lodge may submit a demand for arbitration on all grievances specified above within thirty (30) calendar days after receipt of the County's answer, not including the date of the receipt of the answer.

B. Within five (5) calendar days after receipt of the list of arbitrators, the moving party shall proceed to strike one (1) name from the list and the other party shall strike one (1) name until only one such name remains (tri-party list) and that person whose name remains shall become the impartial arbitrator to be used in hearing the dispute.

C. The impartial arbitrator shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which he shall thereafter render his decision, in writing, within thirty (30) days from the close of the hearing.

D. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement, or the rules and regulations of the Sheriff's Department, or the County of Mason. The arbitrator shall not subtract from, ignore, or change any of the provisions of this Agreement.

E. Each party shall furnish to the arbitrator and to the other party whatever facts or materials the arbitrator may require to properly weigh the merits of the grievance.

F. The decision of the arbitrator shall be binding upon the parties, unless any of the parties shall seek further redress by way of applicable State and/or Federal Law.

G. Either party may, at its own expense, employ the services of a certified court reporter for the purpose of preserving the proceedings at the hearing.

H. The fees and the expenses of the arbitrator shall be paid by the Lodge if the grievance is denied; it will be paid by the County if the grievance is granted. If the arbitrator sustains the grievance in part, the fees and expenses of the arbitration shall be shared equally by the parties.

I. The County shall, upon request, make employees who are on duty available as witnesses. The Lodge Steward or his designated representative shall attend all arbitration hearings and shall be paid at his regular rate of pay by the County if he is scheduled to work.

Section 7.4: Settlement of Grievance Prior to Arbitration.

A. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance or when the procedure outlined in Section 7.1, Step "B" is appropriate.

B. The answer shall be in writing with one (1) copy to each of the following:

- | | |
|------------------------|------------------|
| (1) Sheriff | (3) Lodge |
| (2) Aggrieved Employee | (4) County Board |

This final answer shall be signed by all the parties involved or a representative of the parties involved.

Section 7.5: Lost Time. The County agrees to pay for all reasonable time lost by an employee during his regular scheduled working hours while representing a grievance in attending the steps of the grievance procedure, provided, however, the County reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight time pay.

Section 7.6: No Reprisals. There shall be no reprisals of any kind by the Administration taken against a grievant, any party in interest, or his Lodge Representative, any member of the grievance committee, or any of their participants in the procedure set forth herein by reason of such participation.

SENIORITY

Section 8.0: Definition of Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Mason County Sheriff's Department since the employee's last date of hire.

Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.1: Probationary Period. When a new employee is hired in the unit, he/she may be considered as a probationary employee for the first twelve (12) months. Trained, new employees with experience shall serve a probationary period of twelve (12) months from the date of hiring. The Lodge shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this Agreement, except those related to discharge and discipline.

Section 8.2: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their date of last hire. Employees assigned to region or area law enforcement positions will retain seniority in this unit.

Section 8.3: Seniority List. The County shall maintain a roster of employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to the Lodge the first month each year or as soon as practicable the first year.

Section 8.4: Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits.

B. He is discharged or terminated from work and it is not overturned under provisions of Sections 6 or 7.

C. He retires.

D. He is convicted of a felony.

E. He has been laid off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.

F. He is absent from work, including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the County or its designee, except when the failure to notify into work is due to circumstances beyond the control of the employee.

Section 8.5: Military Leave. The County and the Lodge agree that time spent in the Armed Forces on military leave of absence or other authorized leave, and any time lost because of duty connected disability shall be included in the determining of seniority; newly commissioned employees shall acquire seniority upon completion of their probationary period, said seniority shall date from the original date of the employee's original commission.

Section 8.6: New hires shall become residents of Mason County within 90 days of hire, unless the time is extended by the Sheriff. Present employees who now reside outside of the County shall reside within the County on their next residency move.

PROMOTIONS

Section 9.0: Promotional Procedure. Promotions, other than detectives, within the Sheriff's Department shall be made by competitive examinations as follows: Fifty (50%) percent written examination; twenty-five (25%) percent service records; twenty- (20%) percent oral; and five (5%) percent seniority.

Section 9.1: Written Examination. Content of a written examination shall be determined by the Sheriff. The written examination shall be administered and corrected by the Sheriff.

Section 9.2: Oral Examination. The oral examination or interview will be conducted by the Sheriff.

Section 9.3: Qualifications. In order to qualify for a promotion, an individual must have demonstrated responsibility and leadership traits in performance of duties which he/she has been assigned, and shall have completed two (2) years of service within the department. This Section to apply to all positions except detectives and those excluded under Section 2.0.

Section 9.4: Notice. All appointments, transfers, promotions and dismissals shall be reported to the County Board of Commissioners by the Sheriff, by and through the use of appropriate notations and personnel files.

Section 9.5: Review. Any employee who submits himself to the promotional procedure shall have the opportunity, upon request, to review his written examination, and his service record.

Section 9.6: No Discrimination. In the process of appointment, transfer, promotion and dismissal, the County agrees that no discrimination shall exist against any person because of religion, race, color or national origin.

SALARIES

Section 10.0: Wages. Wages will be paid to the employees of the Mason County Sheriff's Department as follows:

	Effective <u>January 2, 1987</u>	Effective <u>January 2, 1988</u>	Effective <u>July 1, 1988</u>
<u>A. Certified</u>			
Starting	\$ 18,655.25	\$ 19,243.88	\$ 19,840.44
After 6 months satisfactory service	19,067.83	19,658.93	20,268.36
After 1 year satis- factory service	19,690.51	20,300.91	20,930.24
After 2 years satis- factory service	20,715.72	21,357.91	22,020.00
<u>B. Non-Certified</u>			
Starting	\$ 16,236.44	16,739.77	17,258.70
After six months satisfactory service	16,639.01	17,154.82	17,686.62
After 1 year satis- factory service	17,261.69	17,796.80	18,348.50
After 2 years satisfactory service	18,286.91	18,853.81	19,438.27
<u>C. Sergeant</u>	\$ 21,683.44	22,355.62	23,048.65
<u>D. Detective</u>	\$ 21,357.67	22,019.76	22,702.37

Effective January 1, 1989, all employees within the above described categories shall receive a wage increase of not less than 3% but not more than 5%, said increase to be based upon the Cost of Living Index, C.P.I.U. for the period beginning December, 1987, through November, 1988. Any position of employment created and/or which may not be covered expressly by the terms of this Agreement shall be subject to wage negotiations between the parties.

Section 10.1: Each Detective shall receive, in addition to the foregoing, \$65.00 per month from the County. Detectives who receive this remuneration will work up to 4 hours of overtime during regular work days and

will not submit for overtime pay. However, if a Detective works more than four (4) hours of overtime on a regular work day, he shall be compensated at the overtime rate provided for in Section 13.1 herein.

Section 10.2: Head Jailer. The employee holding the position of Head Jailer shall receive, as a part of his annual wage, the additional sum of \$300.00.

Section 10.3: Certified Jailers. Jailers who have received certification from the State of Michigan shall, effective January 1, 1989, receive a wage differential of 15 cents per hour.

Section 10.4: Shift Differential. A shift differential of 10 cents per hour shall be paid to employees for all hours worked on the second and third shifts. Overtime shall not be computed on shift differential pay.

TRAINING

Section 11.0: Training. Any employee who desires to improve himself through education, such as adult evening classes, local schools or colleges, shall, with the approval of the Sheriff and the County Committee, be given a schedule to accommodate the schooling; any employee who attends any institute, conference, or other educational program for law enforcement officers shall be provided traveling expenses, mileage, and other necessary expenses to attend such institute, conference or training session, if approved by the Sheriff and the County Committee.

Section 11.1: It is agreed that any employee hired for a certified position shall be either enrolled, attending, or have completed the Basic Police School in the basic interest of the performance and safety of the Deputy and Mason County, prior to the completion of six (6) months of service with the County.

Section 11.2: Required Schooling. Any specialized police schooling which may be required by the Sheriff as part of necessary training

will be paid for by the County. Also, employees attending these schools, seminars or training sessions will receive the cost of meals regularly consumed during the schooling time, the cost of vehicle expense and wages not exceeding eight (8) hours per day. Such expenditures of money shall be first approved by the County Commission.

HOSPITAL AND MEDICAL INSURANCE; EXTENDED INSURANCE BENEFITS

Section 12.0:

County agrees to pay full premium costs for Hospital and Medical Insurance benefits, including major medical with ML and \$2.00 prescription rider for the employee and his dependents as defined by the terms of the insurance policy contract, a copy of which is attached hereto and made a part hereof by reference. In the event of death of an employee resulting from the performance of his regularly assigned duties, County shall pay full premium costs for ward benefits for his surviving dependents as provided by policies existing at the time of the employee's death for a period of time not to exceed three (3) years or until the surviving spouse remarries. If the employee has ten (10) years or more service with the County and retires at age sixty (60), the County will pay hospitalization coverage for the employee and the covered spouse from employee's age sixty (60) to age sixty-five (65). If Medicare/Medicaid is available, these policies shall be in lieu of County plan. The major medical insurance shall be placed in force as soon after execution of this Agreement as permitted by Blue Cross/Blue Shield.

Section 12.1. Hospitalization for Retirees. If an employee has fifteen (15) or more years of service with the County and retires at age fifty-five (55), the County will provide hospitalization coverage

for the employee and the covered spouse from such retirement date to age sixty-five (65). However, should an employee become covered under a hospital plan by a subsequent employer, or if such employee shall be covered by a hospital plan by his or her spouse's employer, the coverage shall not be effective.

Section 12.1. Whenever an employee is on approved leave of absence because of illness and has exhausted his accumulated sick leave, County shall continue to pay the full costs of medical and hospital insurance and basic life insurance as may be provided by County, for a period not to exceed six (6) months following termination of sick leave pay, provided, however, that the employee shall have accumulated one (1) continuous year of County service.

Section 12.2. Life Insurance. County agrees to provide a Twenty Thousand (\$20,000.00) Dollar term life, accidental death and dismemberment insurance policy to each employee covered by this Agreement fully paid for. This policy will be canceled upon termination of employment with the County.

Section 12.4. Optical/Dental Plan. The optical/dental plan now in force for Courthouse employees shall be provided for members of the F.O.P. unit (up to \$400.00 annually effective January 2, 1987; effective January 2, 1988 - up to \$500.00 annually).

Section 12.5. Liability Insurance.

The County presently has a policy of liability insurance in force with the National Sheriff's Association which

provides liability coverage for the members of the Lodge. In the event the same is not renewed, notice will be given unto the Lodge and the issue of continuing liability insurance will be negotiated at that time. Notice shall be given as soon as the County receives notice from the company of its intent not to renew, or as soon as the County determines it will not renew the policy. Such insurance shall continue in force for the employee who leaves the service of the Employer, for any actions while he was employed by the Employer.

HOURS AND RATES OF PAY

Section 13.0: Workweek. A regular workday for full-time members of the Mason County Sheriff's Department shall be eight (8) hours in a twenty-four (24) hour period. A regular workweek for the full-time members of the Department shall be defined as a work period of forty (40) hours per week average over a period of twenty-four (24) weeks. Employees, when a 4-3 scheduled is in effect, shall work not to exceed ten (10) hours without overtime.

Section 13.1: Overtime. All hours worked over and above the regularly scheduled workday (8 hours) of an employee shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. The employee's regular hourly rate of pay is determined by dividing his salary by two thousand eighty (2,080) hours.

Section 13.2: A. A Deputy's assigned work hours shall not be changed once the monthly schedule has been posted, except by mutual agreement between the Deputy and the Appointing Authority, or the designee of the

Appointing Authority; parties agree that this provision shall not apply in the event a work hour assignment change is necessitated by impossibility or emergency as may be determined by the Appointing Authority or designee of the Appointing Authority. Work schedules shall be posted thirty (30) days prior to implementation.

B. Any Deputy's regularly scheduled day off shall not be changed for the sole purpose of avoiding payment of overtime.

C. A Deputy claiming overtime pay under two (2) or more provisions of this Agreement shall receive the benefit of the single alternative resulting in the greater benefits.

D. Emergency overtime work may be performed by any available qualified Deputy.

E. All overtime shall be paid not later than the pay period following the period in which it was earned, in accordance with established County payroll procedures.

Section 13.3: Compensatory Time. At the request of an employee who is eligible for overtime pay, the Sheriff may, at his option, in lieu of cash payment for any overtime, allow time off equal to the amount of pay due such employee (including the overtime pay). Such time shall be taken at a time mutually agreed upon during the pay period or next ensuing pay period in which the overtime was worked.

Section 13.4: Scheduling. No employee shall be laid off nor shall an employee be scheduled off or have their regularly scheduled day off changed for the sole purpose of avoiding overtime payment. Whenever possible, the

Sheriff shall assign overtime work to those employees whose normal duties would include the duties for which overtime is to be worked and paid. The Sheriff or his designated representative shall keep an overtime roster and overtime will be divided as equally as possible among the available employees considering the nature of the work assignment and the expertise needed to deal with the assignment. Such roster will include overtime worked as well as overtime work offered and refused. An employee on vacation will not be charged with overtime refusal while on vacation or on his off days immediately preceding or following such vacation.

Section 13.5: Court Time. Employees subpoenaed or directed by the Sheriff or his designee into Court, including Probate Court and official hearings, during off-duty hours shall receive a minimum of four (4) hours pay or time and one-half (1-1/2), whichever is greater. The Lodge agrees that employees shall not accept or receive any other compensation or witness fees for time and expense connected with appearing in Court, or transporting persons in their custody in connection with Court ordered activities. In the event an employee receives witness fees as to a civil or criminal trial, the same shall be paid over to the Employer. In the absence of payment of such witness fee to the Employer, the employee shall not receive wages for on-duty time relative to such witness day.

Section 13.6: Call-In Pay. All employees covered by this Agreement who were called in to duty for work, in addition to their regular daily shift, shall receive a minimum of four (4) hours pay or time and one-half (1-1/2), whichever is greater, provided the call-in does not overlap his regular shift.

HOLIDAYS

Section 14.0: Holidays. All full-time employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved, provided they are otherwise eligible. Holidays will be observed on the traditional calendar days, as follows:

New Year's Day, January 1
Martin Luther King Day
Presidents' Day
Easter Day
Memorial Day, May 30
Independence Day, July 4
Labor Day, First Monday in September
Veteran's Day, November 11
Thanksgiving Day, Last Thursday in November
Day after Thanksgiving, Last Friday in November
Christmas Eve Day, December 24
Christmas Day, December 25

Section 14.1: Worked Holidays. If an employee is required to work on any holiday, then such employee shall be paid one and one-half (1-1/2) times his regular rate of pay in addition to holiday pay in Section 14.0.

Section 14.2: Pay. All payments shall be due and payable on the first regular pay day after December of each year, and shall include the Christmas Day Holiday. If not employed December 25, employee agrees to return Christmas pay.

Section 14.3: Not Scheduled to Work. An employee not scheduled to work on a holiday shall, if called in, be paid double time for all hours worked in addition to the holiday pay for the holiday worked.

LONGEVITY

Section 15.0: Longevity Pay. All regular full-time and regularly scheduled part-time employees in the active service of the Employer shall receive in addition to his hourly wage and benefits the following longevity compensation plan:

<u>Years</u>	<u>Compensation</u>
5	\$ 150
6	200
7	300
8	400
9	500
10	600
11	700
12	800
13	900
14	1,000
15	1,100
16	1,200
17	1,300
18	1,400
19	1,500
20	1,600
21	1,700
22	1,800
23	1,900
24	2,000

Payments shall be due and payable on the first regular pay day after November 1 of the year the employee becomes entitled to same.

VACATION

Section 16.0: If a holiday falls during an employee's scheduled vacation, the employee shall be allowed one (1) more vacation day.

Section 16.1: Separation from Employment.

Any employee eligible for use of annual vacation leave who is separated from service for any reason shall be compensated for all unused annual vacation leave days at the time of his

separation, or as soon thereafter as may be practical in accordance with the established County payroll procedure.

Section 16.2: Annual Vacation Leave. All full-time employees shall earn annual vacation leave with pay computed at straight time rates based on the following schedule:

- A. After one (1) year of service, two (2) weeks, based on a forty (40) hour week.
- B. After four (4) years of service, three (3) weeks, based on a forty (40) hour week.
- C. After ten (10) years of service, four (4) weeks, based on a forty (40) hour week.
- D. Vacation leave may be taken in increments of one (1) day with seven (7) days prior advance notice, subject to the approval of the Sheriff or his designee.

SICK LEAVE

Section 17.0: Accumulation. Sick leave shall accumulate at the rate of one (1) day per month of service to be allocated or given on the following basis:

- A. After one (1) year of service, twelve (12) days.
- B. After two (2) years of service, twenty-four (24) days.
- C. After three (3) years of service, thirty-six (36) days.
- D. After four (4) years of service, forty-eight (48) days.
- E. After five (5) years of service, sixty (60) days.
- F. After six (6) years of service, seventy-two (72) days.
- G. After seven (7) years of service, eighty-four (84) days.
- H. After eight (8) years of service, ninety-six (96) days.
- I. After nine (9) years of service, one hundred eight (108) days.
- J. After ten (10) years of service, one hundred twenty (120) days.

Section 17.1: Notification. Each employee shall promptly notify the Sheriff of his disability or illness. Proof of disability or illness may be required by the Sheriff prior to allocation or giving said leave credit. If the Employer requires proof of illness, the Employer may select the physician of its choice, the cost of such examination to be borne by the Employer.

Section 17.2: Payment for Sick Days. All employees who are separated from the County after four (4) years of continuous service, or retirement, shall receive payment at their regular hourly rate of pay at the time of separation or retirement for one-half (1/2) of all accumulated sick leave, unless the separation is a result of disciplinary action.

BEREAVEMENT LEAVE

Section 18.0: Death in the Immediate Family. In the event of a death in the immediate family of an employee or the employee's spouse, the employee shall be entitled to three (3) paid bereavement leave days at his regular rate of compensation in each instance, except that if it is necessary to attend a funeral more than three hundred (300) miles from the employee's place of residence, such paid bereavement leave shall not exceed five (5) days. The immediate family, for purposes of this section, shall be defined as husband, wife, parents, grandparents, grandchildren, children (natural or adopted), brothers and sisters. Additional paid bereavement leave days at regular rate of compensation may be granted at the County's expense upon the discretion of the Sheriff.

LODGE BUSINESS LEAVE

Section 19.0: State and National Lodge Conventions. Employees who are elected to attend state and national Lodge conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirement of the Lodge Constitution and convention, provided, however, that such time off shall not exceed seven (7) days in any one (1) calendar year, at any one (1) particular time, such employees do not number more than one (1).

Section 19.1: National Conferences. Employees who are elected to represent their local Lodge in special, state or national conferences shall be allowed time without loss of pay to attend such conferences, not to exceed five (5) days in any fiscal year, upon written request by the Lodge, and with prior approval of the Sheriff or his designee, further provided that such employees number no more than one (1) at any given time.

LAYOFF AND RECALL

Section 20.0: Definition. Layoff shall mean a separation of employees from active work force due to lack of work or funds.

Section 20.1: Order of Layoff.

A. No permanent or probationary employee shall be laid off from his position with the Sheriff's Department while any temporary, part-time or provisional employees are serving in the same position, class/or department.

B. Except as provided below, layoff of probationary or permanent employees in the Department shall be in inverse order of seniority.

Section 20.2: Procedure. If a layoff occurs, in any event, the lowest man in point of seniority for the County shall be let out first, in the classification affected.

Section 20.3: Demotion in Lieu of Layoff. An employee, subject to layoff, who so requests within twenty-four (24) hours after receipt of notice of layoff, shall, in lieu of layoff, be demoted to a lower position in the Department if he has greater length of total continuous service to the Department than another employee in that lower position class. Demotion shall be through those classes in which the employee previously held permanent status, providing that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 20.4: Auxiliary Police and Cadets. The Sheriff may make use of auxiliary police and cadets in his discretion, provided, however, that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing regular full-time employees.

UNIFORMS

Section 21.0: Uniforms. Upon entry into County services, parties hereto agree that the County shall issue each new deputy, matron, jailer and clerk dispatcher, and to each current deputy, matron, jailer and clerk dispatcher, unless heretofore provided, the following uniform clothing and equipment items, to be returned to the County upon termination of services:

A. Certified Officer

1 Summer Style Hat
1 Winter Style Hat

3 Uniform Trousers

3 Long Sleeve Shirts
5 Short Sleeve Shirts
1 Winter Jacket
1 Lightweight Jacket
18 Rounds of appropriate caliber ammunition
1 Raincoat
3 Ties
1 Complete Set Leather
2 Name Plates
1 Night Stick
3 Badges, 2 shirts and 1 wallet
1 Cap Shield
1 Set handcuffs
1 Service Revolver
1 Set Collar Brass
1 Whistle with chain
1 Off-duty hand gun
1 Pair Shoes
1 Pair Rubber Zipper Boots
1 "Kell-light" (3 cell) or comparable
1 "Second Chance" Vest, or comparable
There shall be on hand three (3) snowmobile and
three (3) coveralls, one (1) each of large,
medium and small.

B. Uncertified Positions

1 Summer Style Hat
1 Winter Style Hat
3 Uniform Trousers
3 Long Sleeve Shirts
5 Short Sleeve (Summer) Shirts
1 Winter Jacket
1 Lightweight Jacket
3 Ties
2 Name Plates
1 Whistle with chain
2 Badges
1 Cap Shield
1 Set Handcuffs
1 Set Collar Brass
1 Pair Shoes

The Sheriff shall have the right to determine the style of clothing and time of wearing, under standards and regulations he shall adopt. (The intent of this proviso is to allow certain latitude in that new employees will be furnished initially seasonal clothing for the time of hire, while off-season issue is to be furnished at the time of change-over to off-season uniforms.)

Section 21.1: Replacement, Maintenance and Reimbursement Fund. An annual uniform purchase, replacement, maintenance and reimbursement fund shall be budgeted and allocated by the County to the Department. This amount shall be used for the purpose of uniform replacements and uniform maintenance, in accordance with the standards and regulations established by the Sheriff. All uniforms so purchased, maintained and/or replaced shall remain the property of the County and shall be returned to the County upon termination of service by each employee.

An annual clothing allowance in the amount of Three Hundred Fifty (\$350.00) Dollars shall be budgeted and allocated by the County for all full-time employees required to wear plain clothes in the performance of their duties.

Section 21.2: Cleaning Allowance. Arrangements acceptable to the County for the cleaning of uniforms, including plain clothes employees' clothing, shall be made and supervised by the Sheriff or his designated representative. The cost of cleaning shall not exceed Three (\$3.00) Dollars per week per employee. The winter overcoat shall be properly cleaned and moth controlled each year in addition to the above cleaning allowance.

Section 21.3: Replacement Items. Articles of personal apparel damaged or destroyed during the course of an employee's assigned performance of duty, or in the performance of police duty as determined by the Sheriff, shall be repaired or replaced at the expense of the County.

Section 21.4: Any clothing expenditure in excess of Two Hundred (\$200.00) Dollars per employee shall be first submitted to the salary committee of the County Board for their approval.

PENSION PLAN

Section 22.0: Pension Plan. Employees shall be covered by the Municipal Employees Retirement System, benefit plan B-1. The Employer agrees to abide with all the terms and conditions of that program. The 47-F waiver was added effective January 1, 1983, with 25 years of service for all Employees covered by this contract, with minimum retirement age of 55 under the provisions of Section 45 of the Plan.

Effective January 1, 1989, an Employee covered by this contract may retire upon attainment of age 55 or older and having 15 or more years of service.

Effective February 1, 1984, the Employer will pay the employee contribution required under the pension plan.

MAINTENANCE OF STANDARDS

Section 23.0: The County Sheriff and Lodge agree that all conditions of employment not otherwise provided for herein shall remain in effect.

VALIDITY

Section 24.0: In the event that any Section of this Contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other provisions.

CAPTIONS

Section 25.0: The captions or sub-headings used in this Agreement are for the purpose of identification only and are not a substantial part of this Agreement.

GENDER

Section 26.0: When reference is made to the male gender, it shall be considered to include the female gender as well.

SAFETY

Section 27.0: The Sheriff and the County shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties, except employees shall maintain in a safe use and operating condition all uniforms, clothing and other equipment issued to them by the Sheriff upon entry into the County's service.

Section 27.1: When the employee shall find the equipment furnished by the County as unsafe for use in the performance of his assigned

duties, the employee shall be required to immediately report the condition to his immediate supervisor or superior; and if the condition is not satisfactorily resolved, the employee may have recourse through grievance procedures provided herein.

VEHICLES

Section 28.0. Assignment of County vehicles shall be at the discretion of the Sheriff. It is not the intent of the Sheriff to withdraw the use of County vehicles from the Detective Bureau so long as vehicles are available.

LODGE BULLETIN BOARD

Section 29.0: The County agrees to furnish the Lodge adequate bulletin boards in such number and locations as shall be mutually agreeable to the Employer and the Lodge; the board shall be used solely for notices and bulletins pertaining to the following:

- A. Lodge meetings
- B. Lodge elections
- C. Lodge reports
- D. International Lodge rulings or policies
- E. Lodge recreational or social events.

Notices and announcements shall not contain anything of political or partisan nature.

OTHER EMPLOYMENT

Section 30.0: Employees who engage in other employment shall, prior to commencement of such employment, make application to the Sheriff for administrative approval. Such employment shall not be permitted if it shall be in conflict with the employee's duties as an employee of the Mason County Sheriff's Department.

DURATION

This Agreement and Letter of Understanding, as amendment to this Agreement, shall be effective retroactive to January 2, 1987, and shall remain in force through the 1st day of January, 1990. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing ninety (90) days prior to the anniversary date that he or it desires to modify this Agreement.

WITNESS OUR HANDS this 27th day of September, 1988.

FOR THE COUNTY BOARD OF

COMMISSIONERS:

Richard L. Lewis

Dee D. Sutton

James E. Maddox

FOR THE LODGE;

Neil E. Mey

Marsha J. Swank

Jed L. Mann

FOR THE SHERIFF OF MASON COUNTY:

Robert Englebrecht

LETTER OF UNDERSTANDING

The Mason County Board of Commissioners and the Sheriff of Mason County, and the Fraternal Order of Police, Arlo D. Slagle Lodge No. 116, are signatories to a collective bargaining agreement for the term commencing January 2, 1987 through January 1, 1990.

It is further understood that the County of Mason is providing coverage for members of the Lodge as required under Section 12.3 with a self-insurance program administered by Michigan Mutual Risk Management Authority, and the County of Mason shall continue to provide the coverage as had been in force with National Sheriff's Association under its self-insurance plan and umbrella policy, which liability will be equal or better than National Sheriff's Association policy.

Section 13.2(A) is amended by this Letter of Understanding as follows:

The thirty (30) day scheduling may be adjusted within ten (10) days of work date for extended sick leave or absence due to on the job injuries. In the event of such change, the least senior employee shall be affected. Extended sick leave shall mean in excess of five (5) days.

The parties agree further that all patrol vehicles, as they are replaced, will be equipped with air conditioning.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 27th day of September, 1988.

FOR THE F.O.P.:

Kirk E. Meyer
Marsha J. Funk
Fred LaMare

FOR THE COUNTY:

Richard L. Lewis
Arlo D. Slagle
Hal Maddox

FOR THE SHERIFF:

D. Robert Englebrecht