

AGREEMENT BETWEEN
The
OCEANA COUNTY BOARD OF COMMISSIONERS

and the

OCEANA COUNTY SHERIFF

and the

FRATERNAL ORDER OF POLICE LABOR COUNCIL
OCEANA COUNTY SHERIFF'S DEPARTMENT COMMAND
DIVISION

February 11, 2021 to December 31, 2024

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AGREEMENT

THIS AGREEMENT, entered into on the 11th day of February 2021 between the COUNTY OF OCEANA, the OCEANA COUNTY SHERIFF, (hereinafter referred to as the "Employer"), and the FRATERNAL ORDER OF POLICE LABOR COUNCIL Oceana County Command Unit (hereinafter referred to as the "Union").

PURPOSE AND INTENT

It is the purpose and intent of the parties to this Agreement that its results should promote mutual cooperation and further the safety and welfare of the citizens of Oceana County and its Command Officers; to set forth the general policy of the employer on personnel and procedure; to establish uniform and equitable rates of pay and hours of work; to provide for a disposition of grievances; and, to improve the efficiency of all employee services to the end that the citizens of Oceana County may be better served.

DEFINITIONS

The word "day" as used in this collective bargaining agreement shall be defined as a Calendar Day without regard to weekends and holidays.

ARTICLE I

RECOGNITION

Section 1.0. Pursuant to and in accordance with the applicable procedures of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union 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 for the term of this Agreement for all employees of the Sheriff's Department included in the bargaining unit described below:

Command Officers of the Sheriff's Department including and Lieutenants and above, but excluding the Sheriff, and Undersheriff.

Section 1.1. Other Agreements. The employer shall not enter into any agreement with employees of this bargaining unit, individually or collectively, or with any other organization which, in any way, conflicts with the provisions hereof, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agent of this Union.

ARTICLE II
REPRESENTATION

Section 2.0. All employees who are covered by this Agreement shall be represented for all purposes of the grievance procedure and negotiations by representatives and the bargaining committee to be chosen by the Union.

Section 2.1. The bargaining committee shall be comprised of not more than two (2) members of the unit and the FOPLC Bargaining Agent for a total of three (3). The bargaining unit shall be represented in the grievance procedure by the bargaining committee who shall act in the capacity of stewards.

Section 2.2. The time and date of any negotiations set shall be the mutual responsibility of the Employer and the Union. However, should a session be scheduled during on-duty hours of a bargaining committee member, he or she shall be paid his or her straight time for all on-duty hours spent in negotiating sessions. He or she shall also be credited with the number of hours spent in bargaining as time worked on his or her tour of duty.

Section 2.3. Grievances may be investigated during working time with proper notice to the Sheriff and or Undersheriff. The Sheriff, or, in his absence, the Undersheriff may deny for reasonable cause granting of permission to perform grievance investigation and processing on working time. In that event processing grievances (Grievance meetings with management, Grievance Arbitration hearings) should require stewards' attendance during working hours, the Steward investigating/processing the grievance will proceed promptly and will be paid for the time spent.

ARTICLE III
UNION SECURITY AND CHECK OFF

Section 3.0. Checkoff. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit, who voluntarily becomes a member, the union's dues subject to all of the following subsections:

- A. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject of any interpretations made thereof.
- B. All checkoff authorization forms shall be filed with the County Clerk who may return any incomplete or incorrectly completed form to the Union's Director and no checkoff should be made until such deficiency is corrected.

- C. It shall be a continuing condition of employment that all employees covered under this Agreement, who do not become and remain members of the Union, pay a service fee proportionate to the Union's collective bargaining costs, including the cost of collective bargaining any contract and its administration, the amount of which fee the Union shall certify to the Employer. Employees who fail to comply with this requirement within sixty (60) days shall be discharged by the Employer.
- D. The Employer shall checkoff only obligations which come due at the time of checkoff and will make the checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if a duplication of checkoff has been made by direct payment to the Union.
- E. The Employer's remittance will be deemed correct if the Union does not give written notice to the **County Administrator** within two (2) calendar weeks after a remittance is sent of its belief, with reasons stated therefore, that the remittance is incorrect.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Union and the amount owing the Union shall reflect accordingly with the next payment from the employee and due the Union.
- G. The Union shall provide at least thirty (30) days written notice to the **County Administrator** of the amount of Union dues and/or representation fees to be deducted from the wages of County employees as in accordance with this Article. Any change in amounts to be deducted as determined by the Union will also be provided to the **County Administrator** at least thirty (30) days prior to its implementation.
- H. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of dues or service fees as provided herein.

CHECKOFF AUTHORIZATION FORM

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues or collective bargaining service fees as certified by the Union. The amount deducted shall be paid to the Director Union or his/her designee according to the agreement reached by the Employer and the Union. This authorization shall remain in effect unless terminated by me upon sixty (60) days written notice in advance or upon my termination of employment with the County of Oceana.

PRINT:	Last Name	First Name	Middle Initial
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Date Deduction to Start:

Month Year

Signature

Social Security Number

Street Address

Date Signed

City _____ State _____ Zip _____

ARTICLE IV
GRIEVANCE PROCEDURE

Section 4.0. A grievance shall be defined as a written complaint by an employee or group of employees concerning the application or interpretation of this Agreement and/or the rules and regulations of the Sheriff's Department. The employees of the Employer having an individual grievance in connection with his work may ask for a steward to assist him in adjusting the grievance in a manner provided for in the grievance procedure.

Section 4.1. Any grievance filed shall refer to the specific provisions of the Agreement or rule and regulation alleged to have been violated and shall set forth the facts pertaining to such alleged violations.

Section 4.2. Written Procedure. A grievance shall be reduced to writing on a mutually agreed grievance form (see Appendix E) and shall include the time, date, the alleged contractual violation, written rule or regulation or condition of employment that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the employee and/or Union Representative. Grievances are the property of the Union. All written grievances must be signed by a FOPLC representative:

STEP 1: An attempt must be made to resolve the issue informally before filing of a written Grievance. The issue shall be presented to the Sheriff or in his absence, the Undersheriff within ten days of the occurrence of the incident which the alleged grievance arose. The Sheriff or his designee, the grievant and the union representative shall meet and discuss the matter.

Step 2: If the informal process is unsatisfactory a written grievance form shall be presented promptly and in all cases not later than five days (5) days following the informal meeting in step 1. The Sheriff shall acknowledge receipt of the grievance by an Order entering the time and date received; a copy of the acknowledged grievance shall be returned to the grievance. The Sheriff shall give his written answer within ten (10) days after receipt of the grievance.

STEP 3: If the answer in STEP 1 is unsatisfactory, the Union may, within five (5) days after receipt of the STEP 1 answer, appeal the grievance to the County Board of Commissioners. A meeting shall be held as promptly as practical but not later than three (3) weeks following the date of the Union's request. At least two (2) member2 of the Board of Commissioners shall be present as will the County Administrator. It shall be the right of either party to have present such attorneys, consultants or other persons as it shall select. The County Board shall give written disposition of the grievance to the Union no later than the end of the seventh (7th) day following the

date of the regular Board of Commissioners meeting following the date of the grievance meeting.

STEP 4: If the decision of the County Board of Commissioners is unsatisfactory to the Union, it may appeal the matter to arbitration:

Within thirty (30) days of receipt of the decision of the County Board of Commissioners, the Union shall request the Michigan Employment Relations Commission to appoint an arbitrator which shall be selected in accordance with the rules and regulations of the Michigan Employment Relations Commission.

Section 4.2.(a). The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of this Agreement or the written rules and regulations of the Department or the County Board. The arbitrator's decision shall be limited to the application and/or interpretation of the above or to the specified issued presented to him. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances.

The arbitrator shall render his decision in writing as soon after the hearing as possible and the fees and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties including the Union, its members and the employees involved, the County and its officials, the Board of Commissioners and the Sheriff and their designated representatives.

Section 4.3 Time Limit. The time limits for all steps of the grievance procedure may be extended or waived by mutual written agreement of the Union and the Employer.

Section 4.4. Procedural Errors. Failure of either party to follow the steps and time limits as allowed and outlined herein shall result in the following:

- A. If the Employer does not respond in the time limits or fashion required in each STEP, the grievance shall be automatically considered settled based on the Union's last proposed settlement.
- B. In the event the Union does not appeal the grievance from one Step to another within the time limits and fashion required, the grievance shall be considered as being settled on the basis of the employer's last answer.

ARTICLE V
PUBLIC SECURITY

Section 5.0. The Union, its officers, agents, members and employees covered by this Agreement agree as long as this Agreement is in effect that there shall be no strikes, sit-down stoppages of work, boycotts or other unlawful acts that interfere with the Employer's operations and they will take affirmative action to prevent and stop any that occur in disregard of the commitment.

Section 5.1. The Employer agrees that as long as this Agreement is in effect there shall be no lockout.

ARTICLE VI
EMPLOYER RIGHTS

Section 6.0. The Employer hereby retains and reserves unto itself without limitation all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States and by the action of the Oceana County Board of Commissioners except as expressly limited by the terms of this Agreement.

Section 6.1. Specifically, the Employer retains the inherent right to:

- A. Manage and operate the departments and their business;
- B. Maintain order and efficiency in its operation;
- C. Hire, lay off, assign, transfer and promote an employee;
- D. Discipline employees, including suspension from work and discharge for just cause;
- E. Exercise control of all property;
- F. Install, modify or change methods of operations and work schedules consistent with this Agreement;
- G. Make reasonable rules and regulations pertaining to employees consistent with this Agreement;
- H. Subcontract or purchase any and all work processes or services provided, however, that the effect of such subcontracting or purchasing on the bargaining unit shall be the subject of collective bargaining between the parties prior to its implementation; and

- I. Exercise all other rights and privileges belonging to the Employer which are not modified or abridged by this Agreement.

ARTICLE VII

DISCIPLINARY PROCEDURE

Section 7.0. No employee shall be summoned before a superior officer for disciplinary action without the right of having a Union representative present.

Section 7.1. Procedures. All disciplinary action shall be in writing and a copy promptly given to the employee and the Union. The discharged or disciplined employee will be allowed to discuss the disciplinary action with a steward before leaving the County property. The immediate supervisor shall discuss the discharge or disciplining with the employee and the steward upon their request.

Section 7.2. The employee shall have the right to review his personnel file at any reasonable time.

Section 7.3. Written Statements. Before any employee makes any written statements or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee and the Sheriff and the Union representative if requested by the employee. All Weingarten and Garrity rights shall apply. See Appendix "C"

Section 7.4. Past Infractions. After thirty-six (36) months of its occurrence, prior disciplinary action shall not be used in any subsequent disciplinary action.

ARTICLE VIII

SENIORITY

Section 8.0. Seniority shall be defined to mean the length of continuous service of any employee with the Employer since the day and year of the employee's last hiring and if two (2) or more employees are hired on the same day, seniority preference shall be determined by lot. Continuous service shall not include time when the employee is on layoff status.

Section 8.1. Probationary Period.

- a. All newly promoted Command Officers who were promoted from the Oceana Sheriff's Department Deputy Division shall have the right to return to the Deputy Division for a

period of six (6) months after such promotion and shall retain all seniority earned in that unit and at the wage rate based on that seniority. The probationary period for these Command Officers shall be for a period of six (6) months. If the Sheriff should decide not to extend full status to these Command Officers the Command Officer may exercise their option to return to the Deputy Unit.

- b. Any newly hired Employee who is appointed as a Command Officer shall be considered probationary for a period of one (1) year. During this probationary period the employer shall have the right to terminate the employment of this probationary officer.

Section 8.2. Loss of Seniority. Seniority shall accumulate or be retained until it is terminated for one of the following reasons:

- A. If the employee quits or retires.
- B. If the employee is discharged for just cause and the discharge is not set aside in the grievance procedure.
- C. If the employee is absent for three (3) consecutive working days without properly notifying the Employer unless a reasonable explanation to the Employer about the absence and failure to notify is given. The Sheriff or Undersheriff should be notified of an absence prior to the employee's tour of duty.
- D. If the employee, upon proper notification of recall from lay off, fails to report within three (3) days of his desire to return to work or fails to return to work within ten (10) days following notification. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his proper address on record with the Employer.
- E. If an employee, for any reason other than sick leave, leave of absence granted by the employer or injury or illness compensable under the Michigan Worker's Compensation Act, is off the active payroll for a period of twelve (12) months. An employee on layoff may avoid application of this paragraph by written notification to the County Sheriff and **County Administrator** prior to the expiration of the twelve (12) month period that the employee desires to be recalled to work. Such notification shall contain a current address and telephone number at which the employee may be contacted. The length of the employee's right of recall shall be limited to the length of the employee's active period of service.

- F. If an employee works for another employer while on a leave of absence unless agreed to in the leave of absence.
- G. If the employee fails to report to work at the expiration of his leave of absence unless a reasonable explanation is given.

Section 8.3. The seniority and re-employment rights of any employee who has served in the Armed Forces of the United States shall be in accordance with all laws, orders or regulations now in effect or to be in effect in the future governing of the same. Any employee serving in the National Guard or Armed Forces Reserves shall be allowed a maximum of two (2) weeks of paid leave per year above and beyond their normal vacation leave to fulfill their military obligation. Employees hired after January 1, 1993 will not receive paid leave for military training. Employees affected will have to take vacation days or unpaid leave for drills or summer camp.

Section 8.4. Employees transferred from the bargaining unit to an excluded classification, upon being returned to the bargaining unit, shall retain but shall not accumulate their seniority while working in the excluded classification. They shall have no rights under this Agreement while in the excluded classification.

~~Section 8.5. The Employer reserves the right to hire temporary or irregular employees when the demands of the department exceed its manpower capabilities and such employees shall not be subject to the terms of this Agreement. However, the Employer agrees that temporary employees shall not replace full time employees covered by this Agreement who are absent from work due to illness or vacation. The Sheriff will develop and maintain a work schedule that will minimize the expenditure of overtime and overtime, when authorized by the Employer, shall be offered to full time employees within the same classification.~~

ARTICLE IX

LAY OFF AND RECALL

Section 9.0. The term "lay off" means a reduction in the work force.

Section 9.1. Order of Lay Off. Lay off of employees shall be by job classification seniority and the following order shall be followed provided that the employees who remain are capable of performing the work available:

- A. Temporary employees.
- B. Part-time employees.
- C. Probationary employees.
- D. Transferees still on probation in the classification to be reduced.
- E. Remaining seniority employees within the classification affected then shall be laid off in order of their seniority.

- F. Employees who are laid off may bump into another classification they have successfully held.

Section 9.2. Notice of Lay Off. Employees shall receive written notice from the Employer with a copy to the Union of any proposed lay off. Such notice shall state the reasons therefore and shall be submitted at least one (1) calendar week before the effective date thereof unless there are unforeseen circumstances which do not allow such advance notice.

Employees are to receive a 30-day prior notification before a layoff goes into effect if he/she is to be training for another classification. During the said 30 days, those individuals affected by the layoffs shall be trained for a lower paying classification if necessary. Further provided that the individuals affected by the layoffs and who have to be trained if necessary have enough departmental seniority to "bump" down into said lower classification. The standards and training necessary for qualifying for bump back purposes will be developed through joint discussions between the Employer and the Union. Any need for change in the original standards shall be developed by additional joint discussions.

Section 9.3. Recall Procedure. When the work force is increased after a layoff, employees will be recalled in inverse order of layoff within their classification.

ARTICLE X

VACANCIES, PROMOTIONS & TRANSFERS

Section 10.0. Selection of employees for the filling of vacancies for jobs within the bargaining unit or for promotions shall be made by the Employer on the basis of the ability, experience and qualifications of the applicants to perform the job. If the ability, experience and qualifications of the applicants are relatively equal, the employee with the greatest seniority shall receive the promotion. Currently there are no higher positions in the Oceana County Sheriff's Department than Lieutenant. In the event that the employer should create positions of higher rank i.e. Captain, Inspector, the following subsections shall apply.

Section 10.1. The Employer agrees to post all permanent vacancies as defined below on the bulletin board for fourteen (14) calendar days. Any employee desiring to bid on a posted job shall make application by letter to the Sheriff or in accordance with the notice posted. Employees who are absent during the posting period shall have no claim to the job unless a written application has been made by the end of the posting period. New employees may be hired for a posted job if there are no bidders with the necessary ability, experience, and qualifications. While a job is being posted and pending the determination of the successful bidder, the Employer reserves the right to make such transfers as may be necessary to fill the job.

Section 10.2. For the purpose of Section 10.1, a vacancy is defined to mean any permanent job opening which the Employer intends to fill including regular part-time jobs, openings which result

from the creation of a new job by the Employer, or any permanent opening on an existing job created by death, resignation, discharge, retirement or permanent transfer or any other vacancy agreed to as such by the Employer and the bargaining committee.

Section 10.3. The Employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by the employee's absence from the job. Temporary vacancy is defined to mean a job to which an employee is transferred for thirty (30) consecutive calendar days or less. After such thirty (30) days, the job will be posted as to a permanent job opening under Section 10.1 unless agreed to the contrary by the Employer and the Union.

Section 10.4. An employee who has obtained a new permanent job by the above procedure shall not be eligible for six (6) months to use the provisions of this Section to obtain any other job.

Section 10.5. A successful bidder for a permanent job opening shall have a six (6) month probationary period during which period the employee may request a re-transfer to his former job or the Employer may re-transfer the employee for just cause to his former job.

Section 10.6. New Job Classification. The Employer shall set the rate of pay for any new job classification and advise the Union in writing. If the Union, within ten (10) days of the written notice, disagrees with the rate, the parties will negotiate a new rate.

Section 10.7. Temporary Transfers. Whenever any employee covered by this Agreement performs the duties of any rank higher than his present rank under orders of the Sheriff or his representative, said employee shall be compensated in the amount for that particular position upon an hourly basis. Said employee shall be paid from the first hour worked at the higher rate in such position.

ARTICLE XI

HOURS AND RATES OF PAY

Section 11.0. Overtime.

- A. Employees shall be paid one and on-half (1 ½) times their straight hourly rate for all hours worked in excess of fifty (50) hours in a workweek. An employee's straight time hourly rate shall be the quotient of his annual salary and 2,080 hours. An Employee's bi-weekly pay shall be determined by dividing his annual salary by twenty-six (26) or twenty-seven (27) pay periods.
- B. An employee may, at the discretion of the Employer receive compensatory time off work instead of receiving overtime pay. Compensatory time off work shall be equal to one and one-half (1 ½) hours of compensatory time off for each hour worked in excess of fifty (50)

hours in a workweek. An employee entitled to compensatory time off shall use the compensatory time off at a time mutually agreeable to the Employer and the employee. An employee shall be allowed to accumulate fifty (50) hours of compensatory time.

C. Upon termination, employee will be paid for accrued and unused compensatory time.

Section 11.1. Jury Duty. An employee who is required to report for and/or perform jury duty as provided by applicable laws shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the County for the hours lost from work because of jury duty not to exceed eight (8) hours per day at his regular straight time hourly rate. This shall apply for each day in which said employee reports for and/or performs jury duty during hours which he would have otherwise been scheduled to work for the County. An employee excused from any jury duty shall immediately report to work.

In order to receive the payment referred to above, an employee must give the Sheriff prior notice that he is required to report for and/or perform jury duty and must furnish satisfactory evidence that he reported for and/or performed jury duty for the hours for which he claims payment.

ARTICLE XII INSURANCE

Section 12.0. Double Dipping. There will be no double-dipping with respect to insurance benefits. FOPLC employees are prohibited from receiving the "payment-in-lieu of insurance" if they are eligible to be enrolled in the County's insurance programs as a spouse or dependent of another County employee. Employees married to other County employees may not enroll in separate insurance contracts.

Section 12.0. Hospitalization/Vision. Effective January 1, 2017, the Employer agrees to continue payment of health care premiums up to the caps set by P.A. 152 of 2011. Employer agrees to provide payment of vision premiums for employees hired before January 1, 2017. (See Appendix D for scope of coverage.)

The BCN \$1000.00 PPO is offered as an option to the current BCN \$3000.00 high deductible program. An employee-funded Health Savings Account is available for those enrolled in the high deductible program.

Beginning January 1, 2021, and each January 1 thereafter, an annual reduction in employer contributions to employee health savings accounts until fully eliminated;

any/all new members of this bargaining unit shall not be eligible for an employer contribution:

- 2021 – 75% employer contribution
- 2022 – 50% employer contribution
- 2023 – 25% employer contribution
- 2024 – 0% employer contribution

Employees shall be provided vision/dental/life insurance plans. Employees hired on or after January 1, 2013, will be required to pay fifteen percent (15%) of the vision/dental premiums through payroll deduction.

Section 12.1. Dental. The Employer agrees to provide payment of premium costs for Delta Dental PPO (Point of Service). (See Appendix D for scope of coverage.)

Section 12.2. State law currently provides health insurance coverage for surviving spouse and family for five (5) years in the event of an employee's death incurred while on duty.

Section 12.3. Employees who retire may elect to continue the County's health insurance program, subject to the terms and conditions of the carrier. The retired employee shall be eligible for contribution from the County for payment toward the premium of such coverage in conformance with the following schedule:

\$25.00 per month for every year of service (i.e. 21 years x \$25.00 = \$525.00 per month) or the amount of the monthly premium, whichever is less. To be eligible, an employee must have at least 20 years of service and the Employer contribution shall cease on the date of eligibility for Medicare/Medicaid benefits.

If a retiree has comparable coverage through another employer or spouse's employer, the County of Oceana's obligation to provide coverage shall cease until the retiree's coverage through such other employment or spouse's employment is no longer available.

Eligible employees shall remit to the County of Oceana their proportionate share of the premium for such coverage on a monthly basis beginning on the date coverage is first initiated. All premium payments to the insurance carrier shall be made by the County. Should the retiree fail to make the required premium payments in a timely fashion, **within 14 business days excluding weekends and holidays** the County shall have no further obligation to make its portion of the payment and shall take immediate action to terminate such coverage.

Should a retiree leave Michigan and take up residence in another state where the County's health insurance plan is not honored, the County will pay the stated stipend to the retiree for the sole

purpose of obtaining health insurance coverage. Proof of premium payments shall be presented to the County on a monthly or quarterly basis depending on the billing cycle of the insurance provider.

Section 12.4. Life Insurance. The Employer agrees to provide a Fifty Thousand Dollar (\$50,000) life insurance policy to each employee only covered by this Agreement fully paid by the County with accidental death benefits of an additional Fifty Thousand Dollars (\$50,000). This policy will be canceled upon termination of employment with the County.

Section 12.5. Liability Insurance. The Employer will continue to pay for false arrest and liability insurance for each employee under this Agreement.

Section 12.6. Workers' Compensation. The Employer agrees to cooperate toward the prompt settlement for on the job injuries and sickness claims which are due and owing. The Employer shall provide Workers Compensation coverage for all Employees.

Employees off for a compensable injury or sickness may use accumulated Sick leave, Comp Time, or Annual leave to make up the difference between the Workers Compensation Benefit and the Employees regular wage, less deductions. Employees off for a compensable injury or illness shall continue to accumulate seniority in accordance with Section VIII Seniority of this agreement.

Section 12.7. Continuation and Termination of Insurance Benefits. Insurance coverage for any employee who is off work because of any injury compensable under workers' compensation shall continue for an indefinite period of time.

Insurance coverage shall be terminated the first day of the month following the month in which an employee's seniority is terminated, the employee is laid off or the employee is on an unpaid leave of absence.

Section 12.8 Utilization of FMLA Leave while on Workers Compensation. The parties agree that each may exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

Section 12.9. Change in Insurance. The Employer reserves the right at any time to change the insurance carrier provided such change does not reduce the insurance benefits.

ARTICLE XIII HOLIDAYS

Section 13.0. Employees who work on the following holidays shall receive two and one-half (2 ½) times their straight hourly rate for all hours actually worked. The holidays are as follows:

New Year's Day	Christmas Day
Memorial Day (last Monday in May)	Fourth of July
Labor Day (1 st Monday in September)	Thanksgiving Day

Friday After Thanksgiving Day
Veteran's Day (November 11)
Christmas Eve

President's Day (3rd Monday in February)
Martin Luther King Day (3rd Monday in January)
New Year's Eve

Section 13.1. A paid holiday shall be defined as a 24 hour period with the beginning of the day shift on the day the holiday is celebrated.

Section 13.2. Employees who are not scheduled to work on a holiday defined in Section 13.0 shall receive eight (8) hours pay at their regular hourly rate for the holiday. Hours paid under this Section shall not count as hours worked for purposes of computing overtime pay. Employees who are regularly scheduled to work Monday through Friday shall only be entitled to the eight (8) hours pay when the holiday is celebrated on a Saturday or Sunday.

Section 13.3. For employees who are normally scheduled to work five 8 hour days per week, when consecutive holidays fall on a weekend day (Christmas Eve/Christmas, New Year's Eve/New Year's Day), the holidays will be observed as follows:

- A. When Christmas Day or New Year's Day is on a Saturday, Thursday will be the day off with pay.
- B. When Christmas Day or New Year's Day falls on Sunday, the prior Friday and following Monday will be observed as the holiday. (Friday for Christmas Eve, New Year's Eve; Monday for New Year's Day, Christmas Day).
- C. When Christmas Day and New Year's Day fall on a Monday, the following Tuesday will be observed as a holiday.

ARTICLE XIV VACATIONS

Section 14.0. Vacation Eligibility. All permanent full-time employees shall be eligible for vacation leave upon accrual of the following: One (1) weeks' vacation shall equal forty (40) hours for an employee regularly scheduled to work an eight (8) hour shift.

- A. One (1) week paid vacation shall be allowed an employee after completing one (1) year of service.

- B. Two (2) weeks paid vacation shall be allowed an employee every year after completing two (2) years of service.
- C. Three (3) weeks paid vacation shall be allowed an employee every year after completing five (5) years of service.
- D. Four (4) weeks paid vacation shall be allowed an employee every year after completing ten (10) years of service.

Section 14.1. Vacation Credits

Vacation scheduling is subject to the approval of the Sheriff.

Section 14.2. Vacation Leave Charges. Vacation leave shall be charged as used in amounts of not less than one-half (1/2) day.

Section 14.3. Sick leave shall not be substituted for vacation leave but vacation leave may be used as sick leave if sick leave is exhausted.

Section 14.4. Vacation Carry Over. After an employee has completed five (5) years of service with the County, one (1) week of his or her accrued vacation leave may be carried over one (1) year beyond the anniversary date in which he or she is entitled to if approved in advance by the Sheriff. Thus, after five (5) years of service, an employee is entitled to three (3) weeks annual vacation leave but may take two (2) of those weeks within the anniversary year and carry over one (1) week forward to the subsequent anniversary year thereby entitling the employee to four (4) weeks accrued annual vacation leave for that subsequent year.

Section 14.5. Vacation leave must be taken in the year in which it is due other than for the exception of the above paragraph. In such cases, if it is impossible to grant the vacation during the anniversary year, arrangements will be made by the Sheriff to have such vacation time accrued and carried over to the subsequent year.

Section 14.6. All accrued but unused vacation leave due an employee at the time of his or her termination (resignation, discharge, retirement, death or lay off) will be paid at the time of payment of salary for the last pay period. In the case of death of an employee, all accrued but unused vacation leave due the employee will be paid to the designated beneficiary as stated in the county's life insurance policy provided to the employee, in addition to other compensation that is due.

Section 14.7. Holidays Occurring During Vacation Period. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.

ARTICLE XV
SICK LEAVE

Section 15.0. Sick leave with pay shall be granted as prescribed herein. Reasons for granting:

- A. Physical incapacity not incurred in the line of duty.
- B. Personal illness or injury.
- C. Enforced quarantine of the employee in accordance with the community health regulations or illness or injury in his or her immediate family which necessitates his or her absence from work. "Immediate family" includes spouse, child, step-child, parent, legal guardian, sister, brother, step-sister, step-brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparent, grandchild, half-brother, half-sister, aunt, uncle or any person for whose financial or physical care the employee is principally responsible.
- D. Should an employee be unable to report to work due to severe weather conditions.

Sick leave may not be used except for the above stated purposes. Sick leave of over three (3) days must be certified by a doctor's certificate if requested by the Sheriff or Board of Commissioners.

Section 15.1. Eligibility for Sick Leave.

- A. Sick leave shall accrue at the rate of one (1) day per month up to but not to exceed one hundred-twenty (120) days.
- B. Fifty percent (50%) of accrued but unused sick leave shall be paid upon separation from the County upon termination of seniority. Said payment is to be made at the employee's rate of pay at the time of termination of seniority. An employee who is laid off may elect to receive payment for fifty percent (50%) of his accrued, but unused sick leave. Laid off employees who elect payment shall have no accrued sick leave days upon recall from layoff.
- C. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- D. Upon notice to the County Clerk's Office that an employee has used up his or her accrued sick leave days, any remaining sick leave day will then be computed and wages will be deducted accordingly.

ARTICLE XVI

UNION BUSINESS LEAVE

Section 16.0.

Employees who are elected to represent their local Union at special state or national conferences shall be allowed time off without pay to attend such conferences not to exceed (1) days in any calendar year upon written request by the Union and with prior approval of the Sheriff or his designee further provided that such employees do not number more than one (1) at any given time.

ARTICLE XVII

RETIREMENT

Section 17.0. On January 1, 2004, the MMERS Plan B-4 Program with the F55/15 feature for unreduced benefits for early retirement after fifteen (15) years of service will become effective. Employees' MERS Defined Benefit contribution of 5% is effective January 1, 2014.

ARTICLE XVIII

MILEAGE ALLOWANCE

Section 18.0. Effective upon execution of this Agreement, employees shall not be required to use their private vehicle in the performance of their duties. When used, they shall be compensated at the mileage rate adopted from time to time by the Oceana County Board of Commissioners.

ARTICLE XIX

UNIFORMS AND EQUIPMENT

Section 19.0. Each Lieutenant will be furnished with the following items of equipment which will remain the property of the County.

- A. County approved weapon
- B. Complete set of leather including dress shoes to be replaced when worn out or damaged but not to exceed one (1) pair per year. If the employee does not receive a pair of shoes, he will be allowed to receive a pair of boots. Old or worn out shoes and boots are to be turned over to the Sheriff for replacement.
- C. Night stick

- D. Handcuffs
- E. Flashlight
- F. Container of OC Spray
- A. One (1) long winter jacket
- B. One (1) lightweight jacket
- C. Two (2) neckties
- D. One (1) summer cap with rain cover
- E. One (1) winter cap
- F. One (1) hat badge
- G. One (1) shirt badge
- H. One (1) coat badge
- I. One (1) name bar
- J. One (1) O.C.S.D and deputy collar pins
- K. One (1) whistle and chain
- L. One (1) pair winter gloves

Equipment or uniforms destroyed or rendered useless in the line of duty shall be replaced upon receipt of the damaged equipment or uniform. Worn uniforms shall be turned over to the Sheriff for replacement.

Section 19.1. Reimbursed Expenses. The Employer agrees to replace any and all parts of uniforms and eyeglasses lost or destroyed and up to \$50.00 for watches lost or destroyed while the employee is in the performance of his/her duties.

Section 19.2. Dry Cleaning. The Employer shall provide for the dry-cleaning of employees' Class A uniforms only.

ARTICLE XX

MATERNITY LEAVE

Section 20.0. Pregnancies shall be treated the same as any other temporary disability or illness and the pregnant employee shall be entitled to the same benefits as any other employee who is on personal and/or emergency leave or extended sick leave. The employee may return to work when a physician's statement is presented stating that she can resume normal duties.

All employees shall be entitled to unpaid leave time in conformance with the Family Medical Leave Act. All notices and leave applications shall be in conformance with the County's Family Medical Leave Policy.

ARTICLE XXI

BONDS

Section 21.0. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premiums shall be paid by the Employer.

ARTICLE XXII

TRAINING AND EDUCATION

Section 22.0. Subject to advance written approval by both the Sheriff and Board of Commissioners, an employee who attends any institute, conference, seminar or other educational program for law enforcement officers shall be reimbursed for reasonable expenses for travel, meals and lodging pursuant to County Policy.

ARTICLE XXIII

MISCELLANEOUS

Section 23.0. Zipper Clause. 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 covered by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, The Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 23.1 The parties to this Agreement recognize their obligations involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, color, creed, sex, national origin, handicaps, marital status or lodge or non-lodge affiliation.

Section 23.2. Reference to the male gender shall apply equally to female gender and vice-versa.

ARTICLE XXIV

BEREAVEMENT LEAVE

Section 24.0. If a death occurs among members of an employee's immediate family, the employee will be excused for a maximum of three (3) working days with pay immediately

following such death. "Immediate family" is defined as: spouse, child, step-child, parent, step-parent, legal guardian, sister, brother, step-sister, step-brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparent, grandchild, half-brother, half-sister, aunt or uncle.

Section 25.1. If additional time is needed, arrangement may be made with the Sheriff or his representative.

ARTICLE XXV
SUCCESSOR CLAUSE

This Agreement shall be binding on any successor or assigns of the County Board of Commissioners or County Sheriff and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any consolidation, reorganization or assignment of the County Board of Commissioners and/or the County Sheriff nor any change in the legal status or management thereof.


ARTICLE XXVI
DURATION

Section 27.0. This Agreement shall remain in full force and effect from January 1, 2018 to December 31, 2020 and for additional periods of one year thereafter with the understanding that, should either party desire to modify or terminate the Agreement on the anniversary date or any renewal anniversary date, such party shall notify the opposite party in writing no less than sixty (60) days prior to the expiration date thereof.

FOR THE UNION

 5-28-21

Paul Postal, FOPLC Business Agent



Shane Hasty, FOPLC Steward

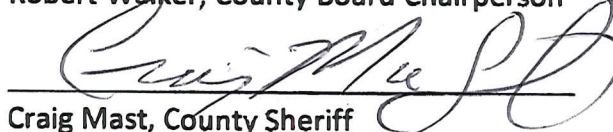


Mark Schneider, FOPLC Steward

FOR THE COUNTY OF OCEANA



Robert Walker, County Board Chairperson



Craig Mast, County Sheriff



Robert J. Sobie, County Administrator

APPENDIX "A"

WAGES

Effective January 1, 2021 wages shall be increased across the board for all classes and all steps by three percent (3.0%). \$32.7267/hour; \$68,071.53/annual.

Effective January 1, 2022 wages shall be increased for all classes and all steps by two point five percent (2.5%). \$33.5488/hour; \$69,773.18/annual.

Effective January 1, 2023 wages shall be increased for all classes and all steps by two point five percent (2.5%). \$34.3834/hour; \$71,517.47/annual.

Effective January 1, 2024 wages shall be increased for all classes and all steps by two point five percent (2.5%). \$35.2429/hour; \$73,305.23/annual.

APPENDIX "B"

LONGEVITY PAY TABLE

Listed below are the longevity pay rates to be paid to each member of the bargaining unit:

<u>COMPLETED YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
5 years	\$300.00
10 years	\$400.00
15 years	\$600.00
20 years	\$1200.00
25 years	\$1500.00

The longevity payment shall be made to each eligible employee on the payroll date following the end of the payroll period in which their anniversary date of employment falls and each succeeding year thereafter. All longevity pay is subject to the usual payroll deductions and shall be included in the employee's regular pay check.

APPENDIX "C"

**GARRITY FORM FOR THE ORDER TO COMPLY WITH A DEPARTMENTAL
ADMINISTRATIVE INVESTIGATION**

"I am hereby ordering you to surrender all of your rights to remain silent under the 5th Amendment to the United States Constitution, and under **Article 1, Section 17** of the Michigan Constitution.

If you do not do so, I am informing you that this department will take immediate and with certainty adverse actions against you, including discipline up to and including discharge from this department.

You are further ordered to tell the truth at all times during this interview, and failure to do so will subject you to administrative and/or criminal actions against you.

If you fully comply with this order, your statements cannot be used against you in any criminal proceeding, but they will be used by this department for any administrative action that may be deemed necessary.

Do you understand the order that I have just read to you?

Is it your intention to obey this order and to fully and truthfully participate in this interview?" _____

Dated

(Signed) (Officer Ordered to Make Statement)

Dated

(Signed) (FOPLC Representative)

Dated

(Signed) (Command Officer Issuing Order)

Appendix D
Health Care Vision and Dental

See County Medical Plan Documents

For Official FOPLC Use Only

Appendix E
Grievance Form



MICHIGAN

FRATERNAL ORDER OF POLICE
LABOR COUNCIL GRIEVANCE FORM

Name of Employer:

Phone ()

Name of Local Union: Michigan Fraternal Order of Police Labor Council

Phone ()
FAX (517) 679-5091

Statement of Grievance:

Section(s) of Contract or Sheriff's Department Rule/Regulation Violated:

Settlement Requested:

_____date_____

Signature of Grievant

_____date_____

Signature of Union Representative

