

3/31/88

AGREEMENT

between

SHIAWASSEE COUNTY SHERIFF
and the
SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

AND

TEAMSTERS LOCAL No. 214

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

April 1, 1986 - March 31, 1988

Shiawassee County

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AGREEMENT

This Agreement, entered into this _____ day of _____, 1988, between the Board of Commissioners and the Sheriff for the County of Shiawassee, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer", and Teamsters Local No. 214, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties and shall be effective the 1st day of April, 1986.

PREAMBLE

This Agreement, entered into by the Board of Commissioners and the Sheriff for the County of Shiawassee, hereinafter referred to as the Employer and Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and, shall share equally, the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation as required by law.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other specified conditions of employment, during the term of this Agreement, for those employees of the Employer in a bargaining unit consisting of, "all Sergeants, Detective Sergeants, Deputy Sheriffs, Correction Officers, Dispatchers and Secretaries of the Shiawassee County Sheriff's Department as set forth in Article XXVI.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by

this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE II

EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1.

A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America, provided such management does not conflict with the terms of this Agreement.

B. Overtime. The Sheriff has the right to schedule overtime work, provided it does not conflict with the terms of this Agreement.

C. Work Methods. The Sheriff shall have the right to determine and to establish the methods and processes by which work is performed.

D. Discipline and Discharge. The Sheriff reserves the right to discipline and discharge in conformance with the terms of this contract.

E. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

G. Direction of Work Force. The Sheriff reserves the right to direct the work force and assign duties and responsibilities.

H. Physical Examination. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by county insurance, to take a physical (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons, or (2) on

return from leave of absence. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated doctor of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated doctor of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee. The action recommended by the third doctor in his/her medical report shall be binding on all the parties.

Section 2.

The Sheriff shall have, within his discretion, the right to make reasonable rules and regulations and to amend, supplement or delete such rules and regulations. However, the Union Steward shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation.

Section 3.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

Section 4.

The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Union.

ARTICLE III

UNION SECURITY AND DUES DEDUCTION; BARGAINING COMMITTEE

Section 1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in

this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2.

During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorized the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amount to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

Section 3.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 4.

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

Section 5. Bargaining Committee

A. The Bargaining Committee will include not more than four (4) employees, not more than three (3) shall be paid as provided below. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Not more than (3) employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.

C. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

ARTICLE IV

STEWARDS AND ALTERNATE STEWARDS

Section 1.

Union employees on each shift shall select a Steward who is a regular employee to represent them. Union employees may also select an alternate Steward, who is a regular employee to represent them in the absence of the Steward.

Section 2.

The Steward or the Alternate, in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his Supervisor to do so. The Supervisor shall grant permission within a reasonable time after the first hour of the shift for the Steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

The Steward and Alternate Steward may be required to record time spent. All Stewards will perform their regular

assigned work except whenever necessary to leave their work to process grievances as provided herein.

Section 3.

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union and which it may be dealing.

ARTICLE V

SPECIAL CONFERENCES

Section 1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party. It is understood that these special meetings shall not be for the purpose of conducting continued bargaining negotiations.

Section 2.

Such meeting shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Local Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held during regular working hours. The employee shall be paid for the time spent in special conferences that he was scheduled to work only.

Section 3.

Special conferences shall be scheduled within fifteen (15) days after the request is made unless otherwise agreed.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance.

A grievance shall mean a complaint or a dispute by an employee in the bargaining unit which expresses his belief that there is a violation of or misinterpretation of the provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall

adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known by the employee.

Section 2. Grievance Procedure.

All grievances shall be handled in the following manner:

Step 1: Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) days as outlined above, discuss it with his/her immediate supervisor with the object of resolving the matter informally.

Step 2: Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the Sheriff within five (5) days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Sheriff or his representative shall make his/her written disposition of the grievance to the steward within ten (10) days of receipt of the grievance.

Step 3: If the grievance is not settled in Step 1 or 2, the Union may within five (5) days after the Sheriff's answer, request a meeting between Union Representatives and the Sheriff and/or his representative to review the matter. Such meeting will be held within ten (10) working days after the date of written request and the Employer will render his decision within seven (7) working days thereafter.

The Sheriff has no authority to provide to any employee, economic benefits which exceed those provided under this contract. In the event that the Sheriff violates the above in the opinion of the Board of Commissioners, the Sheriff's decision shall be null and void. However, the Union may appeal the decision of the Board of Commissioners to arbitration in the event the Union disagrees with the Board's position. Arbitration shall be as provided under this contract.

Section 3. Arbitration.

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within fifteen (15) days after receipt of the last step answer. Each grievance submitted to

arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties, but the fees and wages of Union Representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Time Limitation

All appeals under this Section must be made in writing within five (5) working days after the decision has been made and communicated to the employee. If no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the decision unless the parties mutually agree to extend the time limits by written agreement.

Section 4. Election of Remedies

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

ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1. Notice of Discipline or Discharge

The Employer shall not discipline or discharge an employee except for just cause. Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to his superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer on any discipline or discharge with twenty-four (24) hours of invocation of such discipline or discharge, except as specifically excepted herein.

Section 2. Charges and Specifications

The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the command officer invoking the action and copies furnished, if the employee wishes, to the Union and the members against who the charges are brought.

Section 3. Specific Section

Such charges and specifications shall cite the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4. Statements

No member shall be required to make any statements concerning the alleged offense prior to the hearing and the member shall be informed that a hearing, if he wishes one, will be held before the Sheriff or his designated representative (not more than two (2) persons) not less than five (5) calendar days from the presentation of the formal charges to the accused member.

Section 5. Representation

The member against who charges have been made may be represented at such hearing by the Steward or any one of his own choosing.

Section 6. Past Infractions

In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of departmental rules or regulations which occurred more than one (1) year previously unless directly related to the current charge.

Section 7. Oral Reprimand

The procedure as outlined above shall be applicable in all disciplinary proceeding except for verbal reprimands, which are exempt from the provisions of this Agreement.

Section 8. Relieved, Pending Investigation

In the event a member is relieved of duty pending an investigation, he shall continue on the payroll until returned to duty, suspended or given disciplinary action.

Section 9. Suspension Pending Investigation

In the event a member is suspended pending investigation, for any reason, and as a result of the investigation he is

exonerated of the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension. Such wages shall be based on regular pay hours and not include overtime.

ARTICLE VIII

SENIORITY AND PROBATION

Section 1.

All newly hired full time law enforcement employees shall be probationary for the first six (6) months of employment from the date of graduation from the Police Academy if not certified police officers when hired. All other new employees hired into the bargaining unit shall be probationary employees for six (6) months, from the date of hire. There shall be no seniority among probationary employees. Probationary periods may be extended by mutual agreement between the parties.

Section 2.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment as set forth in Article I of this Agreement, except discharge or suspension, provided such discharge or suspension shall not be for Union activity. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Sheriff except Union activities.

Section 3.

When employees complete their probationary period, they shall be entered on the departmental seniority list of the bargaining unit and shall rank for departmental seniority from their date of hire. An employee's "date of hire" shall be defined, for purposes of this Agreement, as that date upon which an employee first receives pay.

Employees shall also accrue seniority within a classification and shall rank for seniority in accordance with the employee's date of entry into the classification. The "date of entry" into a classification shall be defined, for purposes of this Agreement, as the date upon which the new rate of pay begins within a given classification. The sum of all classification service time in each and every classification shall be equivalent to an employee's departmental seniority.

- A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

- B. The departmental seniority list will show the name, rank and/or job title and the employee's date of hire.
- C. The classification seniority list will show the name, rank and/or job title and the employee's date of entry into the classification.
- D. The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up-to-date copies at least every six (6) months if requested by the Union.

Section 4.

An employee shall lose his seniority for the following reasons only. An employee shall lose his status as an employee also for any of the following:

- A. He quits, retires, or receives a pension under the County Retirement System.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such absence, the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence, he has voluntarily quit and is no longer in the employ of the County.
- D. If he does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after layoff, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.
- F. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority. However, in no event will employees laid off a

continuous period in excess of three (3) years retain their seniority.

G. He is convicted of a felony.

Section 5.

Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform.

ARTICLE IX

LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in the work force. In the event such a reduction in the work force takes place, the following procedure shall be followed: part-time, temporary and probationary employees will be laid off first.

Section 2.

If additional layoffs are scheduled, seniority employees will be laid off according to total departmental seniority starting with the least senior employees within the Sheriff's Department.

Section 3.

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- A. When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff.
- B. Notice of recall may be made by telephone call, confirmed by certified mail to the employee's last known address.
- C. Employees will be granted up to one (1) week to return to work upon request.

Section 4.

Employees promoted to a position outside the bargaining unit shall, in the event of layoff, have the right to return to

the bargaining unit in accordance with the seniority accumulated at the time of leaving the bargaining unit.

ARTICLE X

PROMOTIONS TO SERGEANT

Section 1.

Promotions within the bargaining unit shall be based on the following factors:

- A. Promotions shall be on a competitive basis.
- B. Employees must have a minimum of three (3) years uninterrupted certified law enforcement service with the Shiawassee County Sheriff's Department in order to compete for prospective promotional opportunities requiring the successful candidate to be a certified police officer.
- C. Employees must have a minimum of three (3) years uninterrupted service with the Shiawassee County Sheriff's Department in order to compete for prospective promotional opportunities not requiring the successful candidate to be a certified police officer.
- D. When it is determined by the Sheriff that there is a vacancy or a newly created position or classification open, such vacancy position or classification shall be filed within thirty (30) days of the occurrence. The Employer shall not assign duties from vacated positions to other employees or classifications to avoid filling vacancies.

Section 2.

The Employer further agrees that all full time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

Written Examination	60%
Oral Examination	30%
Seniority Examination	1/12% for each month of service to maximum of 10%

Section 3.

Promotional vacancies will be posted for a period of twenty (20) calendar days in a conspicuous place in the work areas in the unit.

Section 4.

The Sheriff shall select the person for the sergeant position from among the top three (3) applicants. The next promotion from the list shall be from the top two (2) candidates. Subsequent promotions from the list shall be in numerical order subject to Section 8.

Section 5.

The Sheriff will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

Section 6.

In the event that an employee is promoted, the employee shall receive the beginning rate of the new occupation level or a rate of pay that reflects an increase from the present rate.

Section 7.

A three (3) person panel will administer the oral test and score employees seeking the promotion. The panel shall consist of the Sheriff or his designee, a designee selected by the Union, and the third member of the panel shall be selected mutually by the above two (2) panel members. The written test shall be uniform and applicants writing such examination shall be given the results.

Section 8.

The promotional test scores shall be valid for a maximum of two (2) years but not less than one (1) year, as determined by the Sheriff. Such dates shall be from the date of the posting of the scores.

Section 9.

Upon promotion the employee's name shall be stricken from the promotional list.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Permission of the Sheriff is required in order to take such leave.

Section 2.

Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

No employee shall be granted a leave of absence for the primary reason of obtaining other gainful employment. An employee who falsifies the reason for a leave of absence may be subject to disciplinary action.

Section 3.

Authorization or denial for an unpaid leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4.

An employee on an approved leave of absence shall continue to accumulate seniority.

Section 5.

Further extension beyond the return date designated may be granted if approved by the Sheriff and Board of Commissioners.

Section 6.

The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee, if he chooses, shall make arrangements with the Employer, for continuation and payment of said benefits if permitted by the Insurance Carrier. No other benefits, except as provided above, shall accrue or continue during an unpaid leave of absence.

Section 7. Military Leave.

Re-employment rights of employees shall be in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations.

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve, are called to training, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave shall not exceed two (2) calendar weeks per year.

- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 8. Jury Duty.

An employee who serves on jury duty while normally scheduled to be at work, will be paid the difference between his/her pay, excluding mileage allowance, for court duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the court. In addition, to be eligible for the above, the employee must return to work after his/her jury duty has been completed if released from jury duty with one (1) hour or more left in their shift.

Section 9. Funeral Leave.

(A) In the event of death in an employee's immediate family, or other family members, the employee shall be granted a leave of absence with pay, at his regular rate, for a period not to exceed three (3), four (4), or five (5) work days as provided below, which said period shall terminate with the day following the funeral. Wages shall be paid only for the days included in the three (3), four (4), or five (5) days which would be the days the employee would normally work. The employee shall be required to attend the funeral for which he is being given leave.

(B) The term "immediate family" shall be defined as follows: wife, husband, son, daughter, mother, father. For the above relatives, employees shall be granted five (5) days as noted in Paragraph (A) above.

(C) The term "other family members" is defined as: grandchildren, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law. For these relatives, employees shall be granted three (3) days as noted in Paragraph (A) above. However, if there is an out-of-state funeral, an additional day shall be given for travel for a total of four (4) days.

Section 10.

Leaves of absence without pay will be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed three (3) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one (1) calendar year.

Section 11.

Not more than one (1) employee at any one time elected to any Union office or selected by the Union to do work which takes him from his employment with the Employer shall be granted

a leave of absence without pay, not to exceed three (3) years or the term of office, whichever is shorter.

Section 12.

An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement.

Section 13. Maternity Leave

Maternity leave shall be treated as sick leave or other disabilities.

ARTICLE XII

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees, except that the Employer may continue the use of varied members of the Sheriff's Posse in crowd control at parades, fairs, and in the event regularly employed members of the Union cannot perform due to sickness, or any other reason. Further, such members of the Sheriff's Posse may be used as second Officer in the car during the transport of prisoners or mental patients during the daylight hours.

ARTICLE XIII

LONGEVITY PAY

Upon completion of four (4) years of service in the Sheriff Dept.	\$240.00
Upon completion of eight (8) years of service in the Sheriff Dept.	\$360.00
Upon completion of twelve (12) years of service in the Sheriff Dept.	\$480.00
Upon completion of sixteen (16) years of service in the Sheriff Dept.	\$600.00

The above applies to regular full time employees who are being compensated by the Employer on their anniversary date. Prorata payments shall be made in case of approved unpaid leaves of absence, death, retirement, employees on long term disability to the date of the injury or illness. Employees receiving Worker's Compensation payments shall receive full longevity payment for the first year they are receiving Worker's Comp. Thereafter, longevity shall be prorated for employees on Worker's

Comp. based upon time worked. Any employee hired after August 6, 1984 shall not be eligible for longevity.

ARTICLE XIV

TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior most qualified employee for such job. For purposes of this Collective Bargaining Agreement, the senior most employee will be that employee being qualified in accordance with the provisions of Article X of this Collective Bargaining Agreement. In the absence of a promotional list as provided in Article X, the senior most qualified employee shall be considered the employee having the greatest seniority on the affected shift. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE XV

TRANSFERS

Section 1. Vacancy or New Position

In the event of vacancy or a newly created position employees in the same classification may transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the Sheriff's Department at least seven (7) calendar days prior to filling of such vacancy or newly created position. Only those that are qualified for the vacancies or new positions shall be considered eligible.

Section 2. Voluntary Transfer Requests

In the event an employee requests to be assigned to a classification having equal or lower pay, the request may be granted by the Sheriff provided, the transfer will not cause the layoff of an employee in the classification to be affected by the transfer and further, provided a vacancy exists to which the employee so requesting may transfer.

Employees requesting to be voluntarily transferred, consistent with the provisions of this section, shall receive the rate of pay in the newly assigned classification that reflects the employees departmental seniority when applied to the pay schedule of the newly assigned classification. However, employees requesting to be voluntarily transferred shall only rank for seniority in the newly assigned classification consistent with seniority accumulated in that classification, except for purposes of layoff.

In the event an employee who requests voluntary assignment to a classification having an equal or lower rate of pay,

and is so assigned, subsequently requests to be reassigned to the former classification, the request may be granted by the Sheriff provided the transfer will not cause the layoff of an employee in the classification to be affected by the transfer and further, provided a vacancy exists to which the employee so requesting may transfer.

ARTICLE XVI

PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which his seniority and qualifications entitle him, and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure, and if successful in the grievance, the Employer will reimburse him for the earnings lost through failure to give him such work.

ARTICLE XVII

GENERAL

Section 1.

The parties to this Agreement shall establish a joint safety committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff, and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the safety committee. The written safety code shall contain the following safety regulations to take immediate effect upon the ratification of this Agreement.

- a. Manpower: Officers will ride in pairs on the second and third shifts from September 9th through May 1st of any calendar year. Employees may ride single-man patrol units, upon request of the Sheriff, in the sole discretion of the employee. Officers working the second shift during the time period, May 1st through September 8th may be required to work single-man patrol units in the sole discretion of the Sheriff.
- b. Equipment: Proper equipment such as helmets, nightsticks, flashlights, first aid kits, flares, raincoats, shotguns and ammunition shall be made available to all employees during any normal eight (8) hour tour of duty.

The Employer shall provide each employee, at the County's expense, up to forty (40) rounds of ammunition per

month. For purposes of this Section, such ammunition allowances shall depend on the employee's registered sidearm.

During the first five (5) working days of any calendar year, each employee who carries a duty sidearm shall register said duty sidearm with the Sheriff for the purpose of providing ammunition, subject to the paragraph above.

Section 2. Personnel Files.

The parties agree that records of service will be kept in the employee's personnel file. If citations are awarded by the Sheriff for instances of meritorious performance, above and beyond the call of duty, they will be kept in their personnel file. The employee shall upon request, in the presence of the Employer, have access to his personnel file in compliance with applicable law.

Section 3.

The Employer shall make a firing range and ammunition available to the employees for target shooting and the employees shall qualify with their sidearm a minimum of twice yearly.

Section 4.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 5. Liability Insurance.

The Employer shall continue to provide liability insurance comparable to what it currently has (in effect 01/01/86), provided however, in the event that the liability insurance is cancelled, modified, or otherwise discontinued for any reason, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution. In the event of loss of such insurance and before a replacement is obtained, the Employer will protect and defend the employee to the same level as previously provided by the insurance.

Section 6.

In law enforcement related educational programs, subject to prior approval by the Sheriff, the Employer shall pay the tuition, expenses and provide proper transportation for schools provided. Employees will receive mileage at the rate established by the Board of Commissioners if the class is held outside of Shiawassee County and if transportation is not otherwise available.

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage at the rate established by the Board of Commissioners.

Section 7.

If a vehicle should be regarded as defective, an employee should immediately inform his immediate supervisor. If the supervisor determines the car to be defective, he shall cause the same to be parked and remain parked until cleared by a certified mechanic, as fit for road service.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law.

Section 8.

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.

Section 9.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

Section 10. Bulletin Boards.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union business representative or the Steward for the Union. The Union will promptly remove from such Union bulletin boards, upon the request of the Sheriff, any material which is detrimental to the Union-Employer relationship.

Section 11.

An employee designated by the Employer to attend training schools benefiting both the County and the employee shall be remunerated at their regular rate of pay.

- a. School time not to be considered toward overtime.

- b. Department heads shall make all training or schooling programs available to Committee on Safety, Health, Education and Welfare.

Section 12. Minimum Rest Periods

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

Section 13.

The Employer shall furnish employees with all equipment necessary to perform the duties assigned their classification and keep same in safe operating condition.

Section 14. Bonding

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 15.

When the Employer assigns rates of pay to new classification or adds new work assignments to present classifications, such rates of pay and working conditions shall be subject to negotiation. If agreement is not reached through negotiations, the issue shall be subject to arbitration.

Section 16. Night Shift Premium

A shift premium of ten dollars (\$10.00) per month shall be paid employees assigned to the second shift. A shift premium of fifteen dollars (\$15.00) per month shall be paid employees assigned to the third and swing shifts.

Section 17. Court Time

Employees of the bargaining unit who may be subpoenaed to appear in court on criminal matters, on days off or other authorized off duty time, will be paid a minimum of two (2) hours at one and one-half (1 1/2) times his normal hourly rate for his set appearance in lieu of any witness fees.

Section 18. Call-In Time.

The employees of the bargaining unit will be paid a minimum of two (2) hours at one and one-half (1 1/2) times his normal hourly rate at call-in time at the appropriate rate called for in this Agreement. Excluded from the above is if an employee is called in prior to the start of their shift which is one (1) hour or less and an employee who stays at work after the end of his shift.

Section 19. Equalization of Overtime

Overtime assignments shall be made among employees engaged in similar work as far as practicable on a rotation basis while still maintaining efficiency of operation. The Employer shall consider seniority in making such overtime assignments when initially invoking the above rotational system.

Section 20. Uniforms and Cleaning of Uniforms

The Sheriff shall prescribe the type of uniform to be worn by each employee, and the Employer shall provide said uniform and any necessary replacements thereof at no cost to the employee. Each employee occupying the position of "Detective" shall be entitled to and receive a clothing allowance in the sum of five hundred dollars (\$500.00) Per year. Said clothing allowance shall be in addition to certain cleaning provisions as hereinafter provided.

Each employee shall be entitled to have up to two (2) uniforms consisting of, shirt and trousers, per week to be cleaned at the Employer's cost. In addition thereto, each employee shall be entitled to have cleaned, at the Employer's cost, up to five (5) hats and five (5) coats per year.

Section 21. Pay Periods

The Employer shall continue bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 22. Lockers

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection, except in cases of a court order, or with the permission of and in the presence of the officer or his designated representative or Steward.

ARTICLE XVIII

PERSONAL LEAVE DAYS

Each full time employee who has completed the probationary period may be allowed personal leave days with pay on a calendar year basis subject to the following:

- a. Employees shall receive three (3) personal days.
- b. Personal leave days shall not be cumulative or reimbursable upon termination.
- c. Where possible at least twenty-four (24) hours notice shall be given to the Sheriff or his design-

nee before personal leave day(s) use. Said use shall be in one-half (1/2) day increments or more and must be approved by the Sheriff or his designee. Denial shall not be arbitrary or capricious.

- d. Said leave shall be in addition to any other benefits.
- e. Employees who have completed the probationary period will be allowed one (1) personal leave day until the subsequent January 1.

ARTICLE XIX

MAINTAINANCE OF STANDARDS

All existing benefits and conditions of employment which are uniformly applied in the department and not specifically modified by the provisions of this Agreement will be continued by the Employer for the duration of this Agreement.

ARTICLE XX

INSURANCE

Section 1. Worker's Compensation Insurance.

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees. If any employee is injured while in the line of duty, the County agrees to pay the difference of what the Worker's Compensation Insurance Carrier pays and what the employee's salary is for a period of time not to exceed 52 weeks in order that the employee will receive his full salary. No benefits shall continue to be earned during this time, except the Employer shall continue the employees health insurance and life insurance coverage and pension, provided that the insurance companies permit the same.

Section 2. Life Insurance

Effective January 1, 1981, Life Insurance coverage will be fifteen thousand dollars (\$15,000.00) per employee and Accidental Death and Dismemberment will be fifteen thousand dollars (\$15,000.00) per employee.

Section 3. Hospitalization Insurance

The Employer shall make available the same hospital-medical plan (Blue Cross/Blue Shield M.V.F. I Plan) and prescription rider now available to all County employees. The Employer shall pay the full cost of said plan for full family coverage. The current prescription rider co-pay shall be a \$3.00 co-pay.

In the event a change of insurance carriers is contemplated by the Employer, such change shall first be negotiated with the Union. However, in no event shall the current levels of coverage be less than those levels currently in effect at the signing of this agreement.

Notwithstanding any contrary provision, no employee shall be eligible for nor shall he/she receive double health insurance coverage in a circumstance where their spouse also works for the County or any of its Departments. Under such circumstances, there shall only be one health insurance coverage for the employee. An employee not receiving the health insurance coverage as the primary insured shall be paid up to \$700.00 per calendar year, on a pro rata basis. Payment shall be made in December for the prior year. If the employee's spouse is covered under a Shiawassee County collective bargaining contract that provides for the above, then those employees shall make an election as to who will be the primary insured.

Section 4. Optical and Dental Coverage

Beginning with the effective date of execution of this Agreement, the Employer shall contribute \$5.00 per week per employee toward the Teamsters Dental and Optical program.

ARTICLE XXI

PENSION

Section 1.

Employees will be authorized the present pension plan adopted by the County; known as the Michigan Municipal Employee's Retirement Act, C-1 Plan, as amended.

The Employer agrees to furnish the 47F Rider, which provides a waiver of the reduction of retirement allowance for employees who retire prior to age sixty (60), provided said employees retire after having attained age fifty-five (55) with twenty-five (25) or more years of credited service.

Effective October 1, 1984, employees shall be authorized and eligible for benefits as provided by the Pension Plan adopted by the County; known as the Michigan Municipal Employee's Retirement Act, C-2 Plan with a B-1 base, as amended.

Effective January 1, 1983, the Employer agrees to pay 100% of the cost for the Pension Program. As a result, employees shall not be required to contribute to the Pension Program.

The retirement plan is subject to the applicable statutes, rules, and regulations of the Michigan Municipal Employees' Retirement System. The parties agree there will be no pension benefit negotiations until after January 1, 1990.

Section 2.

Effective November 1, 1987, single subscriber health insurance shall be provided for future retirees. However, the

Employer's obligation shall end if the retiree is employed elsewhere which has health insurance available or if their spouse has health insurance coverage available for the retiree or the retiree has health insurance available through the military. This benefit shall only apply for the retiree from age 55 to 65 only.

ARTICLE XXII

ASSOCIATION DUES, TRAINING AND GUN ALLOWANCE

Section 1. Professional Association Dues.

Each employee's membership in the National Sheriff's Association shall be continued and the cost thereof shall be borne by the Employer.

Section 2. Training.

Employees required to take training by the Employer shall do so and all expenses of tuition, books, reasonable transportation and, if the site of training is over fifty (50) miles from employee's residence, a reasonable room and board shall be borne by the Employer.

ARTICLE XXIII

HOLIDAYS

Section 1.

Employees covered by this Agreement shall be granted the following holidays with pay at straight time rates including shift differential.

Employees must work their last scheduled day prior to the holiday and the first scheduled day following the holiday or be on approved paid leave in order to qualify for holiday pay.

Section 2.

The following days shall be designated and observed as paid holidays:

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

Section 3.

Any employee required to work on any holidays granted shall be paid double his straight time rate and in addition, he shall receive his holiday pay.

Section 4.

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated (in cash) shall be regarded as hours worked.

ARTICLE XXIV

SICK LEAVE

Section 1.

Each non-probationary employee shall be entitled to nine (9) sick days non-accumulative effective January 1st of any calendar year. Five (5) of the nine (9) sick days to which an employee is entitled shall be placed in "a departmental wide bank", to be administered by the Sheriff and/or Undersheriff. The bank time shall be prorated if an employee is hired during the course of the calendar year.

Section 2.

Each employee shall have available for use as sick days four (4) of the nine (9) sick days granted each calendar year. Employees requiring sick days from the sick bank, in addition to the remaining four (4) days, shall make request to the Sheriff and/or Undersheriff. Their decision to grant or deny the use of the sick bank shall not be arbitrary or capricious and shall be subject to the grievance procedure contained in the Collective Bargaining Agreement.

Section 3.

Sick days granted pursuant to Section 2 (the four (4) days) must be exhausted prior to the granting of sick leave from the established bank. Fifty (50%) percent of the sick days granted pursuant to Section 2 (the four (4) days), that are unused in any calendar year shall be paid for by the Employer at the employees regular rate of pay on or immediately after the first pay period in December of each calendar year.

Section 4. Physician's Statement

Where sick leave exceeds five (5) working days, a physician's statement may be required attesting to the employee's ability to return to work. The Sheriff and/or Undersheriff may request a doctor's release for any days used from the sick leave bank.

Section 5.

A long term disability insurance coverage shall be effective after ninety (90) continuous calendar days of disability through and including the employees sixty-fifth (65th)

birthday or date of return to work, whichever comes first, subject to the requirements of the Insurance Carrier. The long term disability insurance coverage shall provide for sixty (60%) percent of the employees regular gross earnings.

Section 6. Contagious Diseases

An employee eligible for sick leave with pay may use such sick leave upon approval of the County Health Director, for absence due to exposure to contagious diseases which could be communicated to other employees and due to illness in employee's immediate family, which is limited to husbands, wives, children and parents.

ARTICLE XXV

VACATIONS

Section 1.

Regular full time employees shall accrue annual vacation with pay in accordance with the following provisions:

Employees with one (1) year of service shall be granted vacation in the amount of ten (10) working days per year.

Employees with five (5) years of service shall be granted vacation in the amount of fifteen (15) working days per year.

Employees with fifteen (15) years of service shall be granted vacation in the amount of twenty (20) working days per year.

Employees with more than fifteen (15) years of service shall earn one (1) additional day per year of service up to a maximum of twenty-five (25) days.

Section 2. Pay Advance

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

Section 3. Vacation Period.

Vacations will be granted at such time during the year as are requested, considering both the wishes of employees, and the efficient operations of the department. Present policy of allowing up to three (3) men vacation at one time shall be continued.

One vacation period shall be a one (1) work week period, taken in consecutive days. Other vacation time may be taken on an individual basis, with sufficient advance notice. No more than five (5) individual vacation days shall be taken in one (1) calendar year.

ARTICLE XXVI

Sergeants and Detective Sergeants

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
Jan. 1, 86	\$26,335.00	\$25,800.00	\$25,265.00	\$24,730.00	\$24,195.00
Nov. 1, 87	\$27,028.00	\$25,335.00	\$23,641.00	\$21,948.00	\$21,481.00

Deputy Sheriff

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
Jan. 1, 86	\$24,535.00	\$22,998.00	\$21,461.00	\$19,924.00	\$19,500.00
Nov. 1, 87	\$25,026.00	\$23,458.00	\$21,890.00	\$20,322.00	\$19,890.00

Correction Officer - Dispatcher

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
Jan. 1, 86	\$21,044.00	\$20,509.00	\$19,974.00	\$19,439.00	\$18,904.00
Nov. 1, 87	\$21,464.00	\$20,919.00	\$20,373.00	\$19,828.00	\$19,282.00

Assistant Jail Administrator

Jan. 1, 86	\$22,844.00
Nov. 1, 87	\$23,301.00

Secretary

	<u>4 Years</u>	<u>3 Years</u>	<u>2 Years</u>	<u>1 Years</u>	<u>Start</u>
Jan. 1, 86	\$17,345.00	\$16,354.00	\$15,362.00	\$14,535.00	\$14,040.00
Nov. 1, 87	\$17,692.00	\$16,681.00	\$15,669.00	\$14,826.00	\$14,321.00

ARTICLE XXVII

HOURS OF WORK AND PREMIUM HOURS

Section 1.

The present schedules of work for all unit employees shall remain in effect for the duration of this Agreement. Schedules shall be posted at least one (1) month in advance.

Section 2.

Overtime pay shall be one and one-half (1 1/2) times the hourly rate for all hours in excess of eight (8) hours in any twenty-four (24) hour period or eighty (80) hours in a bi-weekly pay period.

Overtime shall be paid bi-weekly for the pay period in which it is earned.

Section 3.

Leave days shall not be changed, switched, or re-scheduled to avoid paying overtime, except by mutual agreement between the employees.

ARTICLE XXVIII

EDUCATION, TRAVEL AND EXPENSES

Section 1. Education and Travel

The County shall pay the tuition and related necessary expenses and provide adequate transportation for attendance at any educational or training courses which the Sheriff may request that one or more of the Officers attend. In the event that transportation is not available and an employee is requested to use his own vehicle he will receive mileage allowance at the rate for cents per mile established by the Board of Commissioners, for the actual miles driven to and from the place of attendance.

Section 2. Expenses.

Each Officer shall receive a food allowance for any day on which he is engaged in County business outside of Shiawassee County upon presentation to the County Clerk of a signed statement itemizing the cost of any meals. Each Officer shall be provided an allowance for any necessary lodging while out of the County of Shiawassee on official business. A fund shall be provided by the County which will provide an advance of the estimated expense to be incurred by the employee during any absence for business purposes outside of Shiawassee County. Any remaining adjusted total reimbursement for expenses will be paid to the employee within two (2) months after his return to the County.

ARTICLE XXIX

SHIFT PREFERENCE

Section 1.

After accruing one (1) year of seniority, employees may be considered for shift preference during the first prefer-

ence period subsequent to attaining one (1) year of seniority, consistent with the provisions of Section 2 of this Article, upon making written application to change shifts after having worked in his assigned shift for at least three (3) months.

Section 2.

Shift preference shall be exercised twice a year during the first fifteen (15) days in April and in October. The Employer will not change shifts of any employee without thirty (30) days advance notice and provided that said change is necessary for proper operation of his office. Consideration will be granted to employees who are enrolled in advance educational classes until such semester has been completed.

However, the Employer may make appropriate shift changes of personnel not to extend beyond a thirty (30) day continuous period when required by the exigencies of law enforcement work, provided that a fifteen (15) day notice of change in shifts is given and provided further that no employee shall have his shift changed more than once in the calendar year.

Section 3. Sergeants Work Assignment

Nothing contained here in this Section shall be construed to usurp or diminish a Sergeant's right to shift preference by seniority within the classification.

Section 4. Change of Classification.

In the event an employee is involuntarily removed from a classification, the affected employee shall have the immediate right upon removal to request shift preference by seniority, irrespective of time constraints contained herein.

In the event an employee voluntarily requests to be transferred to another classification, the employee so requesting shall have no right to shift preference by seniority until the first established preference period, subsequent to the effective time of the requested transfer.

ARTICLE XXX

SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendums thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXI

TERMINATION

This Agreement shall be effective on the first (1st) day of April, 1986, and shall remain in full force and effect until the 31st day of March, 1988. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.


IN WITNESS WHEREOF, the parties set their hands this _____ day of _____, 1988.

SHIAWASSEE COUNTY SHERIFF


A. James LaJoya

TEAMSTERS LOCAL 214

SHIAWASSEE COUNTY BOARD
OF COMMISSIONERS


Barbara A. Clatterbaugh,
Chairperson

LETTER OF UNDERSTANDING

By and Between

Shiawassee County Board of Commissioners

Shiawassee County Sheriff

- and -

The Michigan Law Enforcement Union

Teamsters Local 129

THIS LETTER OF UNDERSTANDING entered into this _____ day of _____, 1985 shall amend the collective bargaining agreement between the parties to the extent that specific Articles and Sections of the collective bargaining agreement are modified by this Letter of Understanding as set forth herein.

This Letter of Understanding shall attach and become a part of the current collective bargaining agreement, binding on the parties, with all Articles and Sections not specifically enumerated herein remaining in full force and effect as contained within the collective bargaining agreement.

ARTICLE IX -- LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in the working force due to a decrease of work or limitation of funds.

may require the aid of a back-up patrol unit, part-time personnel may be utilized. However, part-time personnel may ONLY be utilized in emergency situations, upon request of full-time Sheriffs Department personnel and with prior approval of supervisory personnel.

TRANSPORT DUTY

- 1.) Ionia State Prison Facility
- 2.) Jackson State Prison Facility
- 3.) Ypsilanti Mental Diagnostic Facility
- 4.) Doctor and Dentist Visits/Jail

SECURITY OFFICER DUTY

- 1.) Shiawassee County Fair
- 2.) Hospital Prisoner Guard

The right to utilize part-time employees shall terminate consistent with Article IX -- Layoff and Recall, or upon just cause notification by the Union.

IN WITNESS WHEREOF, the parties set their hands this

_____ day of _____, 1985.

In the event such a reduction in the work force becomes necessary, the following procedure shall be followed: Part-time, temporary and probationary employees will be laid off first.

For purposes of this agreement, part-time and temporary employees shall be defined as personnel normally and regularly scheduled less than thirty (30) hours per week, auxillary personnel, reserve personnel, Sheriff's Posse' personnel and/or personnel hired to perform services generally performed by full-time employees within bargaining unit.

ARTICLE XXVII -- HOURS OF WORK AND PREMIUM HOURS


Section 4.

The Employer shall be allowed to utilize part-time employees to supplement full-time employees for special duty functions, consistent with the schedule contained herein, for the following special duty functions:

PARK PATROL DUTY

- 1.) Green Meadows Park
- 2.) Henderson Park
- 3.) Shiatown Park

In the event an emergency call for assistance is received by the Shiawassee County Central Dispatch from a citizen(s) which



SHIAWASSEE COUNTY

The following is an excerpt from the minutes of a regular meeting of the Shiawassee County Board of Commissioners;

RESOLUTION TO RATIFY A COLLECTIVE BARGAINING CONTRACT BETWEEN THE SHIAWASSEE COUNTY BOARD OF COMMISSIONERS, SHIAWASSEE COUNTY SHERIFF AND TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214 FOR THE PERIOD COMMENCING APRIL 1ST, 1986 AND ENDING MARCH 31ST, 1988

WHEREAS, the Shiawassee County Board of Commissioners ratified a Collective Bargaining Contract on August 13th, 1987 regarding the above stated matter; and

WHEREAS, various complications arose subsequent to that ratification; and

WHEREAS, the parties have tentatively agreed across the bargaining table to make certain adjustments to the contract which was previously ratified by the Board.

NOW THEREFORE, BE IT RESOLVED, that this Board of Commissioners hereby repeals the action taken on August 13th, 1987 pertaining to the above-stated contract ratification.

BE IT FURTHER RESOLVED, that this Board of Commissioners does hereby ratify the Labor Agreement, as attached hereto, for the period commencing April 1st, 1986 and ending March 31st, 1988.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign the Collective Bargaining Contract.

It was moved by Comm. Nickols, supported by Comm. Stephens to adopt the above Resolution. Motion carried with the following roll call vote of 7 Yeas and 1 Nay. Yeas Comms. Fedewa, Gosaynie, Kurrle, Nickols, Stephens, Van Pelt and Clatterbaugh. Nays Comm. Cole.

ADOPTED
SHIAWASSEE COUNTY BOARD
OF COMMISSIONERS

DATE: 2-25 19 88
ATTESTED: E. A. M. Thatcher
COUNTY CLERK AND
CLERK OF THE BOARD OF COMMISSIONERS