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4/21/72  
ARB  
Kalamazoo, County of

STATE OF MICHIGAN  
ARBITRATION UNDER ACT NO. 312,  
PUBLIC ACTS OF 1969

In the Matter of the Statutory Arbitration between  
COUNTY OF KALAMAZOO

-and-

FRATERNAL ORDER OF POLICE,  
LODGE NO. 98

AWARD OF ARBITRATION PANEL

With the understanding and acceptance of the parties, issues and evidence have been presented in formal and informal proceedings before this Panel on April 12, 18 and 21.

Before this award was made by this Panel, both parties were asked if they wished to present additional evidence. The response to this question from the Chairman from both parties at the hearing was negative.

Given this understanding and after careful consideration of the entire record, the arbitration award of this Panel is as set forth in Panel Exhibit A attached hereto (twenty-nine (29) numbered pages and Appendix A consisting of one (1) page and a letter of understanding).

For the Majority:

Ronald W. Haughton  
Ronald W. Haughton

Roger G. Kidston  
Roger G. Kidston

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

JUL 29 1976

Dissenting:

William H. VanDuzer  
William H. VanDuzer

Dated: April 21, 1972

Statement by Roger G. KIDSTON

Politics is the art of the possible and so is labor negotiations. It is for that reason I have agreed to sign the award even though I do not concur with many of its economic provisions. It is not that I feel that the employees of the Sheriff's Department do not deserve more but that in a world of reality I feel we will do more harm to our County Government by creating inequities between categories of employees that cannot be justified in the framework of our available resources.

We have a very fine Sheriff's Department in this county and it works under some very real limitations of resources and materials. I hope that both the employer and employees will work together to attempt to remove some of these limitations since the solution to the problem requires the understanding and support of the people. I do not believe that we obtain that understanding by engaging in public disputes when the same man that must provide the resources to pay county salaries is himself plagued each and every day as to how he can balance his budget, buy his groceries and pay his taxes. That is the man who must be reached. I believe that we will reach him more effectively if we have labor peace and if we move in a constructive manner to convince him to give the county employees and this county a larger share of support than the county has had in the past.

Statement by William VAN DUZER

First, the attorneys for both parties have done an excellent job in working with this Panel. The contract as ordered by the Panel has many fine features. It has a good improvement factor. It comes within the guidelines, as we now understand them, of the Economic Controls Act as signed by the President. It, therefore, can be given immediate effect.

I dissented from signing the award, however, because I believe that the law is too stringent on law enforcement officers, and because they have borne the burden too long. Their wages are totally inadequate as compared to the rest of society. It follows that basically my dissent is not against this Award, but it is to voice my dissent in that public police officers, including your group, do not have a blanket exemption under the Act.

I believe that, if we demonstrate to the proper authorities that the Federal Act does not give us the proper relief, some day this will be corrected, and I hope quickly. I do repeat, so it is not misconstrued, my dissent is not based upon what is awarded today; but is against the guidelines under which this Panel is forced to operate.

Statement by Ronald W. HAUGHTON

In some twenty-five years of serving on scores of tri-partite panels, with two members appointed by advocate parties, I have never had the opportunity to work with a panel that has been more committed to driving towards what is right regardless of partisan interest. It has been a great pleasure to work with my two colleagues.

As a panel we could not have been this successful, and come to such a conclusion, if it hadn't been for the extremely co-operative approach of Counsel for both parties, and their committees and representatives working with them. It has been an exciting experience for me to see what the people in this City and County can do when they put their minds to it, and I congratulate all concerned.

A G R E E M E N T

COUNTY OF KALAMAZOO

AND

KALAMAZOO LODGE NO. 98  
FRATERNAL ORDER OF POLICE

Effective April \_\_\_\_\_, 1972

To December 31, 1973

## A G R E E M E N T

THIS AGREEMENT entered into as of the \_\_\_\_\_ day of April, 1972, by and between the COUNTY OF KALAMAZOO, hereinafter referred to as the Employer, and KALAMAZOO LODGE NO. 98 of the FRATERNAL ORDER OF POLICE, hereinafter referred to as the Lodge.

### WITNESSETH:

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees occupying, or who may during the life of this Agreement occupy, the job classifications set forth in Appendix A attached hereto and have agreed as follows:

## ARTICLE I - GENERAL

Section 1: The Employer agrees that during the life of this Agreement, it will not recognize any labor organization other than the Lodge as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications set forth in Appendix A attached hereto.

Section 2: All new employees hired after the effective date of this Agreement shall be probationary employees for the first six (6) months immediately following their completion of training school or the first twelve (12) months immediately following their employ,

whichever is the shortest period of time. The purpose of the probationary period is to provide an opportunity for command officers and the Sheriff to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During this probationary period, the employee may be laid off or terminated in the sole discretion of the Sheriff without regard to his relative length of service.

- (a) If an employee is hired with prior directly related work experience, the Sheriff may grant credit for such experience towards the completion of this probationary period in an amount not to exceed six (6) months of the above required probationary period.

Section 3: It is understood and agreed that all present employees covered by this Agreement who are members of the Lodge shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date hereof, are not members of the Lodge, but who have at one time prior to this date been members of the Lodge, shall become and remain members (within thirty (30) days after the effective date of this Agreement) in good standing or cause to be paid to the Lodge a representation fee equivalent to their fair share of the Lodge's cost of negotiating and administering this collective bargaining agreement as determined by this Lodge. All employees covered by this Agreement who are hired after the effective date of this Agreement shall become and remain members in the Lodge in good standing or pay a representation

fee equivalent to their fair share of the cost of negotiating and administering this collective bargaining agreement as determined by the Lodge on or before the completion of their probationary period, or on or before completion of six (6) months of employment, whichever shall occur earlier.

- (a) All present employees who are not now presently members, nor have ever been members of the Lodge, shall be excluded from the provisions of the Agency Shop clause above.
- (b) The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistake of fact which were in control of or responsibility of the Lodge.

Section 4: All those employees who are or become members of the Lodge and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first pay check of each month the regular monthly



dues in the amounts certified to the Employer by the financial secretary within fifteen (15) calendar days thereafter.

- (a) The Lodge shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Lodge.

Section 5: The parties hereto agree that, except as specifically provided to the contrary in this Agreement, all conditions of employment, working conditions and fringe benefits shall remain and be applied as were provided for in the personnel policies and procedures booklet, contained in Sections 1, 2, 6, 8.1, 8.4, 9.4, 9.6, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 11.2 (to include promotions) and 11.3. Excluded from incorporation are Sections 3, 4, 5, 7, 8.2, 8.3, 8.5, 9.1, 9.2, 9.3, 9.5, 10.1, 11.1, 12, 13 and 14.

- (a) The personnel policies and procedures referred to in the above paragraph were those adopted on December 16, 1969, as amended on March 2, 1971.

Section 6: Pay day shall be on a bi-weekly basis.

## ARTICLE II - SALARIES

Section 1: Effective as of June 1, 1972, and for the life of this Agreement, the salary schedule set forth in Appendix A attached hereto and by this reference made a part hereof shall remain in full force and effect.

## ARTICLE III - VACATIONS

Section 1: The provisions of this Article shall become effective

for and apply to vacations taken during the calendar year 1972 and thereafter.

Section 2: Employees who, as of December 31, 1971, or December 31 of any succeeding year, have completed six (6) or more months of continuous employment with the Employer shall receive vacation with pay in accordance with the following:

- (a) Employees who, as of December 31 of any calendar year, have completed less than one (1) year of continuous employment with the Employer, shall be entitled, during the next calendar year, to receive pro rata vacation based on the full months worked, their application portion of vacation and vacation pay calculated on the basis of thirteen (13) days of vacation for a full year's service.
- (b) Employees who, as of December 31 of any calendar year, have completed one (1) but less than five (5) years of continuous employment with the Employer shall be entitled to thirteen (13) days of vacation and thirteen (13) days of vacation pay during the following calendar year.
- (c) Employees who, as of December 31 of any calendar year, have completed five (5) but less than ten (10) years of continuous employment with the Employer shall be entitled to fifteen (15) days of vacation and fifteen (15) days of vacation pay during the following calendar year.

- (d) Employees who, as of December 31 of any calendar year, have completed ten (10) but less than fifteen (15) years of continuous employment with the Employer shall be entitled to seventeen (17) days of vacation and seventeen (17) days of vacation pay during the following calendar year.
- (e) Employees who, as of December 31 of any calendar year, have completed fifteen (15) but less than twenty (20) years of continuous employment with the Employer shall be entitled to nineteen (19) days of vacation and nineteen (19) days of vacation pay during the following calendar year.
- (f) Employees who, as of December 31 of any calendar year, have completed twenty (20) or more years of continuous employment with the Employer shall be entitled to twenty-one (21) days of vacation and twenty-one (21) days of vacation pay during the following calendar year.

Section 3: A day of vacation pay as provided for in Section 2 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation.

Section 4: The Sheriff shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Sheriff. Vacation leave shall be granted giving preference to seniority employees. A seniority list shall be posted not later

than January 15 of any calendar year, and all employees shall indicate prior to April 15 of that calendar year of those dates that they desire to take their eligible vacation leave. In the event two or more employees desire the same vacation date, and it is determined by the Sheriff that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. A final vacation list shall be prepared by the Sheriff and distributed to all employees not later than May 15 of any calendar year, indicating those dates agreed upon.

- (a) In the event an employee does not select a vacation period prior to April 15, he shall be permitted to select a vacation period from the remaining available dates. If two or more employees have failed to make selections by April 15, their selection shall be made on the basis of first come first serve.
- (b) If an employee, because of required court appearances or other emergency situations, is unable to take his vacation during the period assigned, every effort shall be made by the Sheriff to reschedule a vacation period convenient and agreeable to the employee and the Sheriff in the calendar year which his vacation period was assigned. However, if the parties are unable to agree to a mutually convenient vacation period, the employee shall be allowed

to accumulate and carry over his last year's vacation time into the following calendar year.

- (c) No employee shall be permitted to take his vacation leave one day at a time without the prior approval of the Sheriff. However, this subsection shall not be used or construed so as to work a forfeiture of any actual earned vacation leave.

Section 5: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after December 31 of any calendar year upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such December 31 and his pro rata share of vacation earned thereafter until such time as he leaves the employment of the County. If an employee quits or is discharged prior to December 31 upon which he would have qualified for a vacation with pay, he will be entitled to only that portion of vacation pay which he earned as of the date he quit or is discharged.

#### ARTICLE IV - INSURANCE

Section 1: The Employer agrees, for the life of this Agreement, to maintain the level of group insurance benefits as currently provided in Blue Cross-Blue Shield MVF-I in effect for permanent and full-time employees and to continue its contribution towards the purchase of said benefits as of the effective date of this Agreement with an insurance carrier or carriers authorized to transact business in the State of Michigan.

- (a) Effective January 1, 1973, the Employer shall pay the monthly subscription rate for hospitalization for each participating employee and/or his dependents.

#### ARTICLE V - SICK LEAVE

Section 1: Each regular, full-time employee of the Sheriff shall accrue one-half day with pay as sick leave for each completed bi-weekly pay period. Sick leave with pay may be utilized by regular, full-time employees throughout their period of employment with the Sheriff. Sick leave may be accrued throughout the employee's entire period of classified service.

Section 2: A County employee may accrue up to a maximum of two hundred (200) working days for sick leave. A retiring employee will receive compensation for unused sick leave credits at his or her retiring rate of pay up to fifty (50%) percent of the total number of sick leave days accrued.

Section 3: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the Sheriff in the following instances:

- (a) When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his or her duty because of sickness or injury.

- (b) When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When death occurs in the employee's immediate family (spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and any other persons for whom financial or physical care is the employee's principal responsibility).
- (d) When unusual situations or emergencies exist in the employee's immediate family. Failure to make diligent effort to notify the employee's department head may result in loss of pay.

Section 4: An employee shall not be charged sick leave time for dentist or doctor appointments when such time is of a one (1) or two (2) hour duration.

Section 5: Falsification of evidence to substantiate sick leave shall be cause for dismissal.

Section 6: An employee, at the request of the Sheriff, before returning to his or her duties shall submit a statement from his physician certifying his ability to return to work.

#### ARTICLE VI - WORK DAY AND WORK WEEK

Section 1: The normal work day and work week schedule shall continue as in effect at present.

ARTICLE VII - PREMIUM PAY

Section 1: Premium pay for hours per day and hours per week shall continue as in effect at present.

Section 2: An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of two (2) hours at his regular hourly rate or with the actual hours worked

(Continued on Page 12)



at one and one-half (1-1/2) times his hourly rate, whichever is the greater, unless such time shall be continuous with his scheduled work in which case he shall be paid at his overtime rate.

Section 3: In the event an employee is scheduled for and works any recognized legal holiday, he shall receive his regular hourly rate in addition to his holiday pay. Those employees not working the recognized legal holiday shall receive their regular pay for said day providing that the employee shall work his regularly scheduled work day preceding and following said holiday.

Section 4: Employees who are compelled to appear in court on off-duty hours will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular hourly rate and will return all witness and subpoena fees to the County.

- (a) In the event an employee is required to be present in court as per the wording of the subpoena and has not been excused by the court (excluding a one (1) hour lunch break) in excess of the above two (2) hours, he shall receive pay for all actual court time at a rate equal to one and one-half (1-1/2) times his regular hourly rate.

#### ARTICLE VIII - ON-THE-JOB INJURY/WORKMAN'S COMPENSATION

Section 1: All employees shall be eligible for on-the-job injury or illness leaves in accordance with the provisions contained in the State's Workman's Compensation Statute provided the injury

arose out of performance of duties and responsibilities directly related to the Sheriff's Department.

- (a) An employee receiving benefits under the provisions of the Workman's Compensation Statute may receive the difference between that amount determined under the Workman's Compensation Statute and his regular pay provided that (1) the amount paid shall be deducted from his accumulated sick leave and (2) the total compensation received shall not exceed an amount equal to his total net income after taxes had he not been injured.

Section 2: It is further understood and agreed that a "sick bank" shall be established to provide available sick leave to employees receiving benefits under this Article which shall permit each member of the bargaining unit on a voluntary basis to "bank" two (2) days per year for purposes of providing a bank from which an injured officer may draw compensation in the event he has already utilized his own available sick time.

- (a) All employees shall indicate to the Personnel Officer and Controller a written authorization to deduct two (2) days sick leave per year from that normally received by them to be placed in the above "sick bank."

Section 3: The Employer shall maintain "preferred work duties" for employees injured under the Act.

#### ARTICLE IX - LONGEVITY PAY

Section 1: Employees who, as of October 1 of any year, are on active pay status and have completed five (5) or more years of continuous service with the Employer since their last hiring date shall be entitled to receive longevity pay in accordance with the provisions contained in Section 12 of the personnel policies and procedures adopted December 16, 1969, and amended March 2, 1971.

- (a) It is further understood and agreed that any changes made in the Countywide longevity program during the life of this Agreement shall apply and be granted to those employees covered by this Agreement.

#### ARTICLE X - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2:

(Continued on Page 15)

FIRST STEP. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's Division Command within nine (9) regularly scheduled working days after the occurrence of the event upon which it is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event. The Division Command shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the Employer shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Lodge and one (1) by the Employer.

SECOND STEP. If the grievance has not been settled at the First Step, it shall be appealed within five (5) regularly scheduled working days after receipt of the First Step answer to a meeting between the Employer's Grievance Committee consisting of the Sheriff, Undersheriff and Personnel Officer or their designated representative and the Lodge's Grievance Committee. Such meeting must be held no later than five (5) regularly scheduled working days from the time the appeal has been taken to this step, and the Employer must answer the grievance in writing within five (5) regularly scheduled working days after such meeting.

THIRD STEP. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to

submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Lodge of the Sheriff's Second Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Lodge. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the County and the Lodge.

Section 3: Grievances on behalf of an entire department or the entire Lodge shall be filed by the Lodge's Grievance Committee and shall be processed starting with the Second Step of the grievance procedure.

Section 4: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Lodge to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Lodge. If a grievance is not answered by the Sheriff's

Department within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step excluding the arbitration level.

Section 6: Meetings of the joint Grievance Committee provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day for which they are scheduled. The Lodge committee members, not to exceed four (4) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer shall be promptly informed in writing as to the membership of the Lodge on the Grievance Committee and any changes therein.

Section 7: Whenever the words are used in Article X, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

#### ARTICLE XI - DEPARTMENT INVESTIGATIONS

Section 1: In the event a complaint is filed or registered against any employee covered by this Agreement, the following investigatory procedure shall apply:

- (a) The questioning of a member of the department shall be during his regular tour of duties whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.

- (b) The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses need not be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he shall be informed of the change in the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.
- (c) If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he so requests, he shall have the right to consult with and have legal counsel available during interrogation.

- (d) If at any time during such investigatory procedure the Sheriff decides to suspend an officer, such suspension shall be with pay at the officer's regular salary until the Sheriff makes a final determination as to the disposition of the matter.

#### ARTICLE XII - DISCHARGE AND DISCIPLINE

Section 1: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the Employer's Grievance Committee as provided in Step Two of Article X within six (6) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) The Employer agrees to promptly notify in writing the employee's grievance committeeman (or, in his absence, the chairman of the Lodge's grievance committee) of such suspension or discharge.
- (b) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with his grievance



committeeman (or, if he is not readily available, with the chairman of the grievance committee) before being required to leave the property of the Employer.

- (c) It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense, and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- (d) Any employee covered by this Agreement may view the contents of his personnel file which is located in the Personnel Office in the presence of a member of the personnel staff at any reasonable time, upon request.

#### ARTICLE XIII - REPRESENTATION

Section 1: Employees within the bargaining unit shall be represented by one (1) Lodge representative for each work shift. The Lodge shall furnish the Employer a list of the Lodge representatives at their assigned areas and shall keep the list current at all

times. Alternate Lodge representatives may be appointed by the local Lodge president to serve in the absence of the regular Lodge representative.

#### ARTICLE XIV - MANAGEMENT RIGHTS

Section 1: The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Sheriff's Department shall be vested as provided by the laws of the State of Michigan and the County Board of Commissioners and the Sheriff.

- (a) Nothing contained herein shall be deemed to preclude the Sheriff from establishing and putting into effect those reasonable rules and regulations necessary to carry on an efficient and effective operation within the Sheriff's Department.

#### ARTICLE XV - CLOTHING ALLOWANCE

Section 1: The clothing allowance for plain-clothesmen shall be two hundred (\$200) dollars per year, and the cleaning allowance for uniformed personnel shall be one hundred forty-four (\$144) dollars per year to be paid monthly.

- (a) Effective January 1, 1973, the above clothing allowance for plain-clothesmen shall be increased to two hundred twenty-five (\$225) dollars per year, and on that date the

Employer shall assume the full responsibility for all cleaning, laundry and maintenance for uniforms required of uniformed personnel.

#### ARTICLE XVI - LEAVES OF ABSENCE

Section 1: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received from the County had they worked such period.

Section 2: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 3: Maternity leaves of absence shall be granted upon request and shall terminate with the end of the third month following the termination of such pregnancy. Such maternity leaves may be extended up to an additional six (6) months if such employee presents a statement from her medical doctor testifying that she is physically or mentally unable to return to work.

Section 4: The Employer agrees to grant a leave of absence without pay to one (1) member of the Lodge, if elected by the Lodge, for up to five (5) working days to attend the National Convention and to three (3) employees for up to three (3) working days when selected to attend the State Convention, provided such leave request is made sufficiently in advance to allow proper adjustments within the Department.

#### ARTICLE XVII - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Employer since his last hiring date.

"Last hiring date" shall mean the date on which an employee first reported for work at the direction of the Employer, since which he has not quit, retired or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspensions, or for any other type of leave of absence which the Employer granted.

Section 2: The Employer will maintain an up-to-date seniority list which shall be posted in the dispatcher's room every three months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees receive the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two or more employees have the same last

name, the same procedure shall be followed with respect to their first name.

Section 3: An employee's seniority shall be terminated if he quits, retires or is discharged for just cause.

Section 4: When it is necessary to promote an employee to fill a new permanent job classification or a permanent vacancy in an existing job classification, such job or vacancy shall be posted on the appropriate bulletin boards throughout the Sheriff's Department for a period of fifteen (15) calendar days during which time employees may bid for such job or vacancy by signing the posting.

- (a) All such postings shall include a statement of the job title or classification, the nature of the duties and requirements, special qualifications or requirements, and the total examination process to be followed in making the selection, to include weights that each factor is given along with dates and times of examinations.

Section 5: The following factors shall be used in evaluating personnel for all promotions or filling of a new permanent job classification.

- (a) Written examination, oral interview, service rating and seniority. (Where all other factors are equal, preference shall be given to the employee with the greatest seniority.)

Section 6: All examinations for positions shall be practical in their character and shall relate to such matters, and include such inquiries, as will fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the position sought by them. All oral and written examinations shall be open to all applicants who have fulfilled the preliminary requirements as set forth in writing by the Sheriff.

- (a) Examinations may include any questions, tests or criteria designed to evaluate fitness of applicants and their capacity to develop so as to merit advancement.
- (b) Each examination shall be prepared by the personnel officer who may, at his discretion, collaborate with recognized authorities or other qualified persons in the preparation of examinations.
- (c) All written examinations shall be conducted by the personnel director or by persons designated by him only at the times and places stated in the posted vacancy notices. All oral examinations shall be conducted by a committee selected by the Sheriff.
- (d) The Oral Examining Board's average rating of each applicant interviewed and the applicant's written examination score shall be transmitted by mail to the applicant as soon as reasonably possible after each test is completed. The records of such ratings and score shall be held

as an official record by the Personnel Department for a period of at least one (1) year. An applicant may inspect his test and/or appeal from his Oral Examining Board rating or test score within thirty (30) calendar days after receipt of such test score or rating. A review of the test may be accomplished by visiting the Personnel Department and shall take place in the presence of the Personnel Director or his designated representative. An employee shall not be allowed to copy any portion of such test. In the event an applicant desires to appeal his test score and/or the Oral Examining Board rating, the appeal must be filed in writing with the Personnel Director. Upon receipt of the appeal, the Personnel Director shall review and shall change the rating, if found warranted. When such review discloses errors affecting the ratings of other employees, their ratings shall also be adjusted. The affected employee shall be notified of the Personnel Director's decision.

Section 7: If it is necessary to reduce the number of employees in the Department, departmental probationary employees and limited duty (temporarily physically disabled) employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in a job classification, employees shall be removed on the basis of their classification seniority,

provided always that the remaining employees have the skill to perform available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have seniority, provided they have the skill to perform available work in such classification. Employees shall be recalled in accordance with their classification seniority.

#### ARTICLE XVIII - SPECIAL CONFERENCES

Section 1: The Employer and the Lodge agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special conferences, not to exceed more than two (2) per month, shall be held within ten (10) calendar days of the receipt of the written request between the hours of 8:00 a.m. and 3:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) representatives at special conferences without loss of pay for time necessarily lost.

#### ARTICLE XIX - MISCELLANEOUS

Section 1: It is recognized by both parties that in the course of compulsory arbitration requested by the Sheriff's deputies



that the panel of arbitrators unanimously expressed to both parties that they considered the availability of two-way radios, as requested by the deputies, to be a desirable item for consideration by the Employer and that the Employer (County) should take note of this expressed feeling.

Section 2: An employee may request that the Employer's liability for injury resulting from action taken during his off-duty time be determined in accordance with the statutory provisions covering Workman's Compensation.

Section 3: An employee may submit a request for compensation for time spent in the performance of making any felony arrest during his off-duty time to the Sheriff. It is understood and agreed that the Sheriff may grant such request or refuse any portion or all of the request, but that such refusal to grant the request is subject to the grievance procedure.

Section 4: It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees.

#### ARTICLE XX - TEMPORARY TRANSFER

Section 1: The Employer shall have the right to temporarily transfer those employees within the bargaining unit irrespective of their seniority status from one job classification to another. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain

his seniority and the permanent classification from which he was transferred. It is further understood and agreed that in the event an employee remains in a new classification as a result of temporary transfer for a period in excess of thirty (30) days, that commencing on the 31st day an employee shall receive the pay and benefits (clothing allowance) normally received by an employee in that job classification as if it were his permanent job assignment. This is not to be abused by consecutive assignments up to twenty-nine (29) days.

#### ARTICLE XXI - DURATION

Section 1: This Agreement shall become effective as of the \_\_\_\_\_ day of April, 1972, and shall remain in full force and effect through the 31st day of December, 1973, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 31st day of December, 1973, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

KALAMAZOO LODGE NO. 98  
FRATERNAL ORDER OF POLICE

COUNTY OF KALAMAZOO

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APPENDIX A

SHERIFF'S DEPARTMENT SALARY SCHEDULE

Section 1: In accordance with the provisions contained in Article II, Section 1, the following wage rates shall become applicable June 1, 1972, and remain in effect for the duration of this Agreement, except as noted for the patrolman, corporal, sargeant and detective whose rates shall be increased as noted January 1, 1973.

|                 | <u>A</u><br><u>Start</u> | <u>B</u><br><u>6 mo.</u> | <u>C</u><br><u>18 Mo.</u> | <u>D</u><br><u>36 Mo.</u> | <u>E</u><br><u>60 Mo.</u> | <u>E*</u><br><u>60 mo.</u> |
|-----------------|--------------------------|--------------------------|---------------------------|---------------------------|---------------------------|----------------------------|
| Patrolman       | 8,000                    | 8,500                    | 9,000                     | 10,000                    | 11,000                    | 11,500                     |
| Corporal        | 8,400                    | 8,925                    | 9,450                     | 10,500                    | 11,550                    | 12,075                     |
| Sargeant        | 8,820                    | 9,371                    | 9,922                     | 11,025                    | 12,127                    | 12,679                     |
| Detective       | 9,261                    | 9,840                    | 10,412                    | 11,576                    | 12,733                    | 13,313                     |
| Matron          | 8,000                    | 8,500                    | 9,000                     | 10,000                    | 11,000                    |                            |
| Process Server  | 8,758                    | 9,185                    | 9,647                     | 10,144                    | 10,644                    |                            |
| Bailiff         | 7,937                    | 8,330                    | 8,758                     | 9,185                     | 9,647                     |                            |
| Cook            | 5,340                    | 5,625                    | 5,909                     | 6,193                     | 6,515                     |                            |
| Acc. Clerk II   | 7,196                    | 7,546                    | 7,937                     | 8,330                     | 8,758                     |                            |
| Clerk Typist I  | 5,089                    | 5,340                    | 5,625                     | 5,909                     | 6,193                     |                            |
| Clerk Typist II | 5,909                    | 6,193                    | 6,515                     | 6,834                     | 7,196                     |                            |

\*These rates shall become effective January 1, 1973.

Section 2: It is further understood and agreed that the Sheriff shall have the right to hire deputies in any pay scale at a rate higher than the beginning rate based upon the experience and individual qualifications.

Section 3: It is understood and agreed that the Sheriff shall have the right to reduce the bailiff classification or to eliminate it completely, and any bailiff so affected may be transferred to full deputy status or other job classification status.

LETTER OF UNDERSTANDING AND AGREEMENT

To Whom It May Concern:

The parties to the Collective Bargaining Agreement entered into on April \_\_\_\_\_, 1972, between the County of Kalamazoo and the Fraternal Order of Police, Lodge No. 98, agree that the Employer is a Tier III Employer as defined by the Economic Stabilization Act, and that the "wage package" granted under this Collective Bargaining Agreement is within the 5.5 guideline established by the Economic Stabilization Act and will be put into effect without approval of the Wage/Price Board.

KALAMAZOO LODGE NO. 98  
FRATERNAL ORDER OF POLICE

COUNTY OF KALAMAZOO

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