

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

Arbitration Under Act 312

Michigan Public Acts of 1969 as Amended

OAKLAND COUNTY AND IT'S
SHERIFF'S DEPARTMENT,

Public Employer,

and

Case No. A79 A-8

OAKLAND COUNTY DEPUTY SHERIFFS'
ASSOCIATION (OCDSA)

Union.

ARBITRATION PANEL

Kenneth Vinstra
Barry Howard
Thomas LoCicero

Employer Delegate
Union Delegate
Chairperson

AMENDED AWARD

The Arbitration Panel being properly and duly convened pursuant to Act No. 312, of 1969, and having heard the positions of the parties, the evidence, stipulations of the parties, and being fully advised in the premises, hereby acknowledges the following facts:

- 1) The Police Officers Association of Michigan ("POAM") had selected Barry Howard as its successor panel representative;
- 2) POAM has disclaimed all interest in continuing to represent the personnel in the Oakland County Sheriff's Department;

3) The Oakland County Deputy Sheriffs' Association ("OCDSA") has provided authorization cards to the County from well over 50% of the members of the bargaining unit, which cards have been reviewed and checked by attorney Sandra Silver;

4) The County has recognized the OCDSA as POAM's successor and as the exclusive bargaining representative of the unit members in the Oakland County Sheriff's Department as is described in Article I of the 1982-1983 Collective Bargaining Agreement and in Article I of the 1984-1985 Collective Bargaining Agreement;

5) The OCDSA has selected Barry Howard as its panel representative.

NOW, THEREFORE, the panel hereby issues the following amended award which consists of four parts: (1) an award covering a new classification titled "Sheriff's Service Agent" and providing for new titles and/or responsibilities for existing classifications; (2) a dissent from the Employer Delegate, Kenneth Vinstra, concerning the non-negotiated award of the Agency Shop Clause and Article IV, Section 4 of the Collective Bargaining Agreements; (3) a Collective Bargaining Agreement for the years 1982-1983; and (4) a Collective Bargaining Agreement for the years 1984-1985. The award previously issued December 28, 1983 is totally and completely superseded by this amended award, and to the extent that any provisions of the earlier award are not included in this amended award, said provisions shall have no force or effect.

Respectively submitted,


Thomas LoCicero, Chairperson

Kenneth Vinstra
Kenneth Vinstra, Employer Delegate
(Concurring in part - Dissenting
in part)

Barry Howard
Barry Howard, Union Delegate

Dated: March 17 1984

CLASSIFICATION REVISIONS

Section 1.

Beginning on March 15, 1984, the Employer shall establish a new classification to be named "Sheriff's Service Agent " which shall be part of the bargaining unit.

Section 2.

The classification of Sheriff's Service Agents shall be treated as follows:

(a) Positions shall be created from detention (Deputy I - Corrections) positions as vacancies occur or new positions for Sheriff's Service Agent may be created by the Board of Commissioners.

(b) Vacancies in the Deputy I - Road Patrol classification within the bargaining unit shall be filled by promotional examination from the Sheriff's Service Agent classification except as provided in Section 11 and in Section 3(c).

(c) Promotion from the classification of Sheriff's Service Agent to the classification of Deputy I shall be by promotional examination.

(d) Sheriff's Service Agents shall not be deputized and shall perform whatever duties were formerly performed by Detention Officers in the detention facilities and may be assigned by the Employer, the performance of which duties do not constitute said employees in any capacity as police officers, nor subject them to the hazards of police work.

Section 3.

(a) The Employer shall retitle the existing classification of Detention Officer to "Deputy I - Corrections".

(b) Vacancies in the classification of Deputy I - Corrections shall be reclassified to Sheriff's Service Agent as vacancies occur.

(c) When positions in the classification of Deputy I - Road Patrol are filled, employees in the classification of Deputy I - Corrections may transfer to said positions by seniority, but they shall serve a six-month probationary period. Employees who fail to satisfactorily complete the six-month probationary period shall be ineligible for transfer to the classification of Deputy I - Road Patrol for a period of two years.

Section 4.

The classification of "Deputy I - Road Patrol" shall be created by the Employer, and the employees in that classification shall perform whatever duties may be assigned by the Employer, including by way of illustration, but without limitation, the following duties:

- (a) Respond to calls for assistance in cases where a Deputy II is not available;
- (b) Traffic cases;
- (c) School liaison;
- (d) Community education and crime prevention;
- (e) Citizen complaints.

Section 5.

The classification of "Deputy II - Road Patrol" shall be created by the Employer, and the employees in that classification shall perform all of the duties performed by the former classification of Patrol Officer. In addition, the employees in this classification may be assigned to perform any of the duties in the classification of Deputy I - Road Patrol.

Section 6.

The classification of "Deputy II - Corrections" shall be created by the Employer. The employees in the classification of Deputy II - Corrections shall perform whatever duties may be assigned by the Employer, including by way of illustration, but without limitation, the following duties:

- (a) Transportation of prisoners;
- (b) Court detail;
- (c) Function as group leaders or shift leaders;

(d) Any of the duties of a Deputy I - Corrections or a Sheriff's Service Agent.

Section 7.

In the event of a reduction in force in bargaining unit personnel, Department personnel in the classifications of detention-correction-patrol officer, who are employed as of March 15, 1984, and who are laid off as provided in Article VIII of the Collective Bargaining Agreement, shall bump Sheriff's Service Agents. In such event as they bump Sheriff's Service Agents during a reduction in the work force, said Department personnel who are employees as of March 15, 1984, shall not be reduced in wages or benefits or classification below that of a base level Detention Officer or the successor classification (Deputy I - Corrections).

Section 8.

All employees in the Deputy I classification and Deputy II classification shall be sworn and shall be sent to the Police

Academy as provided in Article XI, Section 1 of the Collective Bargaining Agreement.

Section 9.

All academy certified employees in the Deputy I classification, who meet all other minimum requirements, shall be eligible to compete for promotion to the classification of Deputy II - Corrections or Deputy II - Road Patrol. All non-academy certified employees in the Deputy I classification, who meet all other minimum requirements, shall be eligible to compete for promotion to the classification of Deputy II - Corrections, only.

Section 10.

The Employer will reclassify six (6) Detention Officer positions (Deputy I - Corrections) to the classification of Deputy II - Corrections and will fill said positions by promotional examination on or before January 1, 1985.

Section 11.

In the event of an absorption of a police department after March 15, 1984, through contract services, absorbed personnel may be hired by the Department, and if hired, shall be classified Deputy I; provided, however, that the Union and the Employer may mutually agree otherwise.

Section 12.

The ratio of Deputy II positions to Deputy I positions for the road patrol shall not be less than one (1) Deputy II position for every three Deputy I positions.

Section 13.

No existing position held by personnel employed as of March 15, 1984 in the classification of Deputy II, shall be reclassified to Deputy I, except by attrition.

Section 14.

All crime laboratory specialists and arson investigators shall remain in their existing classifications.

DISSENT OF EMPLOYER DELEGATE
KENNETH VINSTRA

I dissent from the Panel's Award of the Agency Shop Clause to the Union for the reasons set forth in the Employer's post hearing brief. I also dissent from the Panel's Award contained in Article IV, Section 4 of the Collective Bargaining Agreements. In my view, such a provision imposes an unnecessary burden on the Employer. There is already sufficient provision in the Collective Bargaining Agreements for handling grievances and other related matters during work time. No further provision is necessary or desirable.



THE COUNTY OF OAKLAND

AND

OAKLAND COUNTY DEPUTY SHERIFFS' ASSOCIATION

SHERIFF'S DEPARTMENT EMPLOYEES

Collective Bargaining Agreement

1982 - 1983

A G R E E M E N T

This Agreement is made and entered into on this 12th day of March, A.D., 1984, by and between the Oakland County Sheriff and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer", and the Oakland County Deputy Sheriffs' Association ("OCDSA"), hereinafter referred to as the "Union". It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards, between the Employer and employees, which will best serve the citizens of Oakland County.

I. RECOGNITION

The Employer recognized the Union as the exclusive representative of the employees of the Oakland County Sheriff's Department, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All Patrol Officers, Corrections Officers, Detention Officers, Patrol Officer Trainees, I.D. Technicians I and II, Sheriff Communications Agents, Sheriff Communications Shift Leaders, Police Para-Professionals, Arson Investigators, and Marine Deputies, but excluding Supervisors and all other employees.

II. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole

responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of Department operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

III. AGENCY SHOP

The following provision was awarded to the Union by Chairman LoCicero in an Act 312 compulsory arbitration proceedings and not included here by negotiations.

(a) All employees, as a condition of employment, shall be required to pay to the Union an amount equivalent to the Union's regular dues commencing with the first pay period ending in the calendar month following completion of thirty days of employment. Such payments may be made as dues deductions set forth in this section and paid directly to the Union in accordance with the Constitution and Bylaws of the Union.

(b) Employees not members of the Union and who desire membership in the Union shall confirm their desire to join by initiating their Union application form and dues deduction authorization forms.

(c) Any person who is employed with the County prior to the effective date of this provision and is covered by this provision who is not a member of the Union and who does not make application for membership within forty-five (45) calendar days after the effective date of this provision shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an

amount equal to the regular Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said thirty (30) calendar days.

(d) Any person who becomes an employee of the County after this provision of the agreement is in effect, and is covered by this agreement, and is not a member of the Union, and does not make application for membership within forty-five (45) calendar days from the date of employment shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this provision in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said thirty (30) calendar days.

(e) The Employer agrees to deduct from the wages of bargaining unit employees, all Union membership dues, initiation fees, and assessment uniformly required, if any, as provided in a written authoriztion, in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and

Bylaws of the Union. Each bargaining unit employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees.

(f) The Employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the Union all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee.

(g) All dues and service fee deductions shall be remitted to the treasurer of the Union, the same to be by the Union allotted and distributed in accordance with the Constitution, Bylaws and regulations of the Union. On the request of the Employer the treasurer of the Union shall furnish the Employer a receipt for all dues received.

(h) The Union will protect and save harmless and defend the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with the Agency Shop Clause of this Agreement.

(i) The Agency Shop Clause of this Agreement shall be effective on April 1, 1984.

IV. BASIS OF REPRESENTATION

Section 1.

There shall be one steward and an alternate steward for each shift. Stewards will be permitted to leave their work, after

obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Section 2.

There shall also be one Chief Steward and one alternate Chief Steward.

Section 3.

There shall be a grievance committee consisting of the Chief Steward and two other members to be selected by the Union and certified in writing to the Employer.

The Employer shall meet whenever necessary, at a mutually convenient time, with the Union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

Section 4.

The following provision was awarded to the Union by Chairman LoCicero in an Act 312 compulsory arbitration proceeding and is not included here by negotiations.

The Local Union President shall, at his option, be scheduled on the day shift, Monday through Friday. The Local Union President may conduct Union business at the Department, however, he shall not leave his work area without the permission of his supervisor, which permission will not be unreasonably withheld. In no event shall the Local Union President be paid overtime while conducting Union business.

The privilege of the Local Union President to leave his work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and Union matters and will not be abused, and that he will continue to work at his assigned job at all times except when permitted to leave his work.

V. GRIEVANCE PROCEDURE

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee should first bring his problem or grievance to the attention of his immediate supervisor, with or without his steward, who shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions of any type shall not be a subject for the grievance procedure but shall be processed according to the procedures of the Personnel Appeal Board.

Step 1.

If the grievance is not settled informally, it shall be discussed with the shift steward and shall be reduced to writing, signed by the grievant and submitted to his immediate supervisor.

Step 2.

The written grievance shall be discussed between the shift steward and the immediate supervisor, and the Chief Steward if so desired. The supervisor will attempt to adjust the matter and will give his written decision within five (5) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3.

Any grievance not settled at Step 2 may be submitted to the next meeting of the grievance committee. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five (5) days of the immediate supervisor's written decision, shall be considered dropped.

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days after the grievance committee meeting. Expenses for arbitration shall be borne equally by both parties.

The grievance upon which Arbitration has been demanded shall be referred to one of the following Arbitrators in accordance with

the date of the written grievance, the oldest grievance being referred first:

1. John Coyle
2. Leon Herman
3. Sandra Silver
4. Richard Kanner
5. Alan Walt

A grievance shall be referred to the listed Arbitrators in the order in which they appear. Once a grievance has been referred to an Arbitrator, a subsequent grievance shall be referred to the next Arbitrator on the list. After a grievance has been referred to the fifth Arbitrator listed, the cycle shall repeat, beginning with the first Arbitrator. The Arbitrator may interpret and apply the provisions of this Agreement to determine the grievance before the Arbitrator. However, the Arbitrator shall have no power or authority, in any way,, to alter, modify, amend, or add to any provisions of this Agreement, or set a wage rate. The Arbitrator shall be bound by the express provisions of this Agreement. Expenses for arbitration shall be born equally by both parties.

Any grievance not appealed, from a decision in one of the steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual agreement of the parties. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering.

VI. BULLETIN BOARD

The Employer shall assign a locked bulletin board which shall be used by the Union for posting notices, bearing the written approval of the President of the Union local, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notice of Union Meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

VII. SENIORITY

New employees may acquire seniority by working six (6) continuous months, in which event the employee's seniority will date back to the date of hire into the department. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority date.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for three working days, without properly notifying the Employer, unless a satisfactory reason is given;

- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff.

VIII. LAYOFF, RECALL, AND TRANSFERS

(a) If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off in seniority order, with higher classified bargaining unit personnel bumping lower classified bargaining unit personnel based on departmental seniority and on capability of performing available jobs and shall be recalled in the same order.

(b) If and when an employee is permanently transferred to another division within the Department, the president or chief steward shall be notified of said transfer by the Employer.

IX. PROMOTIONS

All promotions within the bargaining unit shall be made on the basis of competitive examination as provided for in the Oakland County Merit System. The Sheriff will make his selection for promotion from the three highest ranking candidates who have passed the promotional examination.

X. FALSE ARREST INSURANCE

Employees covered by this agreement shall be provided, by the Employer, a policy of False Arrest Liability Insurance. The premiums for such insurance will be paid by the County.

XI. GENERAL CONDITIONS

Section 1.

Except as otherwise provided herein, the employees in the classification of Correction or Detention Officer shall in or before their seventh year of service with the Oakland County Sheriff's Department be entitled to attend the police academy, with the scheduling of their attendance at the sole discretion of the Sheriff. The exception is as follows: Those employees in the classification of Correction or Detention Officer who shall have completed seven years of service during the term of this contract or prior to said term, shall be scheduled during the term of this contract or prior to said term, at the sole discretion of the Sheriff to attend the police academy, provided there are academy openings.

Section 2.

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 3.

The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 4.

Employees elected to any permanent full-time union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the

Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

Section 5.

When any position not listed on the wage schedule is filled or established, the County may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification, rate or structure are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a six (6) month period.

XII. ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES

All Resolutions of the Oakland County Board of Commissioners, as amended or changed, from time to time, relating to the working conditions and compensation of the employees covered by this Agreement, and all other benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County's Employees' Handbook, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

XIII. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

XIV. ECONOMIC MATTERS

The Agreement between the parties on economic matters are set forth in Appendix A and Appendix B attached hereto and are incorporated into this Collective Bargaining Agreement, subject to the terms and conditions thereof.

XV. NO STRIKE - NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

XVI. DURATION

This Agreement shall remain in full force and effect from January 1, 1982, to midnight, December 31, 1983. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until

notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland. Each and every provision of this agreement or any other agreement between the parties shall be in accordance with the law. In the event that any such provision becomes invalid by operation of law, the remaining provisions shall nevertheless remain in full force and effect.

APPENDIX A

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JANUARY 1, 1982

| <u>CLASSIFICATIONS</u> | <u>BASE</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|--------------------------------------|------------------|--------------|---------------|---------------|---------------|---------------|
| Patrol Officer | 22,106 | | 22,939 | 23,774 | 24,607 | 25,440 |
| Corrections Officer | 22,106 | | 22,939 | 23,774 | 24,607 | 25,440 |
| ^a Arson Investigator | 25,740 Flat-Rate | | | | | |
| ^b Crime Lab Specialist I | 22,356 | | 23,189 | 24,024 | 24,857 | 25,690 |
| ^c Crime Lab Specialist II | 22,606 | | 23,439 | 24,274 | 25,107 | 25,940 |
| ^d Detention Officer | 17,065 | | 18,549 | 20,033 | 21,740 | |
| ^e Detention Officer-A | 17,065 | | 18,090 | 19,176 | 20,326 | 21,740 |
| Patrol Officer Trainee | 18,171 Flat-Rate | | | | | |
| Police Para-Professional | 12,373 | | 12,965 | 13,557 | | |
| Sheriff Comm. Agent | 12,823 | 13,155 | 13,511 | 14,203 | 14,892 | 15,581 |
| Sheriff Comm. Shift Ldr. | 16,171 | | 16,764 | | | |
| Marine Deputy | 17,065 | | 18,549 | 20,033 | 21,740 | |

Medical Detention Officer - \$500 annually (pro-rated) while performing duties of Medical Detention Officer.

^aIncludes \$300 bonus.

^bIncludes \$250 bonus.

^cIncludes \$500 bonus.

^dApplies to current Detention Officer employees who were hired before January 1, 1981.

^eApplies to Detention Officer employees who were newly hired on or after January 1, 1981.

APPENDIX A

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JANUARY 1, 1983

| <u>CLASSIFICATIONS</u> | <u>BASE</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|--------------------------------------|------------------|--------------|---------------|---------------|---------------|---------------|
| Patrol Officer | 23,432 | | 24,315 | 25,200 | 26,083 | 26,966 |
| Corrections Officer | 23,432 | | 24,315 | 25,200 | 26,083 | 26,966 |
| ^a Arson Investigator | 27,266 Flat-Rate | | | | | |
| ^b Crime Lab Specialist I | 23,682 | | 24,565 | 25,450 | 26,333 | 27,216 |
| ^c Crime Lab Specialist II | 23,932 | | 24,815 | 25,700 | 26,583 | 27,466 |
| ^d Detention Officer | 18,089 | | 19,662 | 21,235 | 23,266 | |
| ^e Detention Officer-A | 18,089 | | 19,175 | 20,327 | 21,546 | 23,266 |
| Patrol Officer Trainee | 19,261 Flat-Rate | | | | | |
| Police Para-Professional | 13,115 | | 13,743 | 14,370 | | |
| Sheriff Comm. Agent | 13,592 | 13,944 | 14,322 | 15,055 | 15,786 | 16,516 |
| Sheriff Comm. Shift Ldr. | 17,141 | | 17,770 | | | |
| Marine Deputy | 18,089 | | 19,662 | 21,235 | 23,266 | |

Medical Detention Officer - \$500 annually (pro-rated) while performing duties of Medical Detention Officer.

- ^aIncludes \$300 bonus.
- ^bIncludes \$250 bonus.
- ^cIncludes \$500 bonus.
- ^dApplies to current Detention Officer employees who were hired before January 1, 1981.
- ^eApplies to Detention Officer employees who were newly hired on or after January 1, 1981.

PREMIUM PAY DIVERS

- (a) Divers shall receive straight time pay for on-duty hours of work.
- (b) For all hours on the job other than on-duty hours, the divers shall receive time and one-half pay.
- *(c) The divers shall receive premium pay of \$2.00 per hour over and above the rates set forth in sections (a) and (b) above, when performing diving activities.
- *(d) When diving under the ice, divers shall receive premium pay of \$4.00 per hour over and above the rates set forth in section (a) and (b) above.

*Computation of the \$2.00 per hour and \$4.00 per hours premium pay shall be computed to the nearest one-half (1/2) hours.

BONUS-HELICOPTER PILOT

While performing the functions of a helicopter pilot an employee will receive a \$500 annual bonus to be paid bi-weekly.

II

COURT APPEARANCE

When officers are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours pay per day.

Under the following conditions:

1. Case must be of a criminal nature or related to traffic enforcement.
2. Officer must be off duty at court time.

III

CLOTHING AND EQUIPMENT

(a) Effective January 1, 1976, non-uniformed officers will receive a clothing and cleaning allowance at an annual rate of \$275, payable in installments of \$137.50 in June and \$137.50 in December.

(b) All guns, uniforms and equipment supplied by the County will remain County property and separating deputies will be required to return all uniforms and equipment to the Sheriff.

(c) Uniforms will be furnished for female employees of a type required by their job assignment. All uniforms will remain County property and separating employees will be required to return all uniforms to the Sheriff.

(d) The County will provide cleaning of uniforms for uniformed personnel of the Department and it is understood that the individuals will not abuse this privilege by requesting excessive cleaning.

IV

CREDITED SERVICE

Credited service in each of the steps of the Detention Officer classification shall be as of the employee's anniversary

date as adjusted by applicable existing Merit System Rules which govern other bargaining unit employees, provided the employee has satisfactorily performed.

The above clause shall be effective only as of January 1, 1978 and only for those persons actively employed in the bargaining unit within the Sheriff's Department on or after January 1, 1981.

V

MERIT INCREASES

Any merit increase for an employee who satisfactorily performs and is approved for such increase by the Sheriff shall become effective within ten working days after receipt by the Sheriff's Department of the appropriate notice of eligibility for merit increase and said merit increase shall not be denied unless the Sheriff disapproves the merit increase within the aforesaid period.

VI

SALARY SCHEDULE PROGRESSION

All persons hired hereafter shall be hired and progress in accordance with the salary schedules established herein.

SHERIFF'S DEPARTMENT AGREEMENT

APPENDIX B

I

For the following fringe benefits refer to the Oakland County Employee's Handbook:

1. Injury on the Job
- *2. Holidays
3. Leave of Absence
4. Life Insurance
5. Longevity
6. Medical and Master Medical Insurance
7. Sick Leave
- **8. Retirement
9. Annual Leave
- ***10. Income Continuation Insurance
- ****11. Dental Insurance
- *****12. Tuition Reimbursement

*The revisions in Merit Rule 26, "Legal Holidays" which eliminates Good Friday holiday provisions and add provisions for a Floating Holiday are incorporated in this agreement. This non-accruable Floating Holiday may be used by employees who have completed three months service, with prior permission, as a religious holiday, for an employee's birthday, or for other purposes desired by the employee. There shall be no premium pay in conjunction with this day and the department head shall be responsible for considering the best interest of the department and County service when approving use of the Floating Holiday. "Legal Holidays" shall be scheduled in accordance with Merit Rule 26.

APPENDIX B

I

(Continued)

**The requirement that those employees of the Oakland County Sheriff's Department who are required to contribute 6% of their annual salary towards the pension plan pursuant to the award of Arbitrator Richard Block dated November 11, 1975 in a Public Act 312 arbitration shall, in accordance with the below schedule, have their required contributions reduced, and after the last effective date below, shall no longer be required to make any such contributions and shall be governed instead by the provisions of the then current pension plan.

Effective with the first payroll period
beginning on or after January 1, 1980: 3%

Effective with the first payroll period
beginning on or after July 1, 1980:
remaining 3%

The Employer has as of date of this Agreement satisfied the percentage payments set forth above.

***Effective March 1, 1975, benefits shall start on the day following the day a disability has lasted for a continuous number of workdays equal to seventy percent (70%) of the number of sick leave days the employee has earned since the first day of employment, but not before the eighth day of disability.

Effective January 1, 1980, in the event an employee has previously received income continuation insurance, benefits will begin on the day following the day the disability has lasted for a continuous number of work days equal to seventy percent (70%) of the number of sick leave days the employee has earned since he or she last utilized income continuation insurance.

****Refer to Memorandum of Understanding executed in January, 1976 outlining the Dental Plan and the interpretations applying to the Plan.

Effective 1/1/78 the \$500 lifetime maximum, applied to Type C expenses in connection with fixed bridge work, will no longer be in effect.

THE COUNTY OF OAKLAND

AND

OAKLAND COUNTY DEPUTY SHERIFFS' ASSOCIATION

SHERIFF'S DEPARTMENT EMPLOYEES

Collective Bargaining Agreement

1984 - 1985

A G R E E M E N T

This Agreement is made and entered into on this 12 day of March, A.D., 1984, by and between the Oakland County Sheriff and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer", and the Oakland County Deputy Sheriffs' Association (hereinafter referred to as the "Union"). It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards, between the Employer and employees, which will best serve the citizens of Oakland County.

I. RECOGNITION

The Employer recognizes the Union as the exclusive representative of the employees of the Oakland County Sheriff's Department, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All Sheriff's Service Agents, Deputy I - Corrections, Deputy I - Road Patrol, Deputy II - Corrections, Deputy II - Road Patrol, Crime Laboratory Specialists I and II, Sheriff Communications Agents, Sheriff Communications Shift Leaders, Police Para-Professionals, Arson Investigators, and Marine Deputies, but excluding Supervisors and all other employees.

II. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole

responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of Department operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

III. AGENCY SHOP

The following provision was awarded to the Union by Chairman LoCicero in an Act 312 compulsory arbitration proceedings and not included here by negotiations.

(a) All employees, as a condition of employment, shall be required to pay to the Union an amount equivalent to the Union's regular dues commencing with the first pay period ending in the calendar month following completion of thirty days of employment. Such payments may be made as dues deductions set forth in this section and paid directly to the Union in accordance with the Constitution and Bylaws of the Union.

(b) Employees not members of the Union and who desire membership in the Union shall confirm their desire to join by initiating their Union application form and dues deduction authorization forms.

(c) Any person who is employed with the County prior to the effective date of this provision and is covered by this provision who is not a member of the Union and who does not make application for membership within forty-five (45) calendar days after the effective date of this provision shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an

amount equal to the regular Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said thirty (30) calendar days.

(d) Any person who becomes an employee of the County after this provision of the agreement is in effect, and is covered by this agreement, and is not a member of the Union, and does not make application for membership within forty-five (45) calendar days from the date of employment shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this provision in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said thirty (30) calendar days.

(e) The Employer agrees to deduct from the wages of bargaining unit employees, all Union membership dues, initiation fees, and assessment uniformly required, if any, as provided in a written authorization, in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and

Bylaws of the Union. Each bargaining unit employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees.

(f) The Employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the Union all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee.

(g) All dues and service fee deductions shall be remitted to the treasurer of the Union, the same to be by the Union allotted and distributed in accordance with the Constitution, Bylaws and regulations of the Union. On the request of the Employer the treasurer of the Union shall furnish the Employer a receipt for all dues received.

(h) The Union will protect and save harmless and defend the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with the Agency Shop Clause of this Agreement.

(i) The Agency Shop Clause of this Agreement shall be effective on April 1, 1984.

IV. BASIS OF REPRESENTATION

Section 1.

There shall be one steward and an alternate steward for each shift. Stewards will be permitted to leave their work, after

obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Section 2.

There shall also be one Chief Steward and one alternate Chief Steward.

Section 3.

There shall be a grievance committee consisting of the Chief Steward and two other members to be selected by the Union and certified in writing to the Employer.

The Employer shall meet whenever necessary, at a mutually convenient time, with the Union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

Section 4.

The following provision was awarded to the Union by Chairman LoCicero in an Act 312 compulsory arbitration proceeding and is not included here by negotiations.

The Local Union President shall, at his option, be scheduled on the day shift, Monday through Friday. The Local Union President may conduct Union business at the Department, however, he shall not leave his work area without the permission of his supervisor, which permission will not be unreasonably withheld. In no event shall the Local Union President be paid overtime while conducting Union business.

The privilege of the Local Union President to leave his work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and Union matters and will not be abused, and that he will continue to work at his assigned job at all times except when permitted to leave his work.

V. GRIEVANCE PROCEDURE

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee should first bring his problem or grievance to the attention of his immediate supervisor, with or without his steward, who shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions of any type shall not be a subject for the grievance procedure but shall be processed according to the procedures of the Personnel Appeal Board.

Step 1.

If the grievance is not settled informally, it shall be discussed with the shift steward and shall be reduced to writing, signed by the grievant and submitted to his immediate supervisor.

Step 2.

The written grievance shall be discussed between the shift steward and the immediate supervisor, and the Chief Steward if so desired. The supervisor will attempt to adjust the matter and will give his written decision within five (5) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3.

Any grievance not settled at Step 2 may be submitted to the next meeting of the grievance committee. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five (5) days of the immediate supervisor's written decision, shall be considered dropped.

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days after the grievance committee meeting. Expenses for arbitration shall be borne equally by both parties.

The grievance upon which Arbitration has been demanded shall be referred to one of the following Arbitrators in accordance with

the date of the written grievance, the oldest grievance being referred first:

1. John Coyle
2. Leon Herman
3. Sandra Silver
4. Richard Kanner
5. Alan Walt

A grievance shall be referred to the listed Arbitrators in the order in which they appear. Once a grievance has been referred to an Arbitrator, a subsequent grievance shall be referred to the next Arbitrator on the list. After a grievance has been referred to the fifth Arbitrator listed, the cycle shall repeat, beginning with the first Arbitrator. The Arbitrator may interpret and apply the provisions of this Agreement to determine the grievance before the Arbitrator. However, the Arbitrator shall have no power or authority, in any way,, to alter, modify, amend, or add to any provisions of this Agreement, or set a wage rate. The Arbitrator shall be bound by the express provisions of this Agreement. Expenses for arbitration shall be born equally by both parties.

Any grievance not appealed, from a decision in one of the steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual agreement of the parties. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering.

VI. BULLETIN BOARD

The Employer shall assign a locked bulletin board which shall be used by the Union for posting notices, bearing the written approval of the President of the Union local, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notice of Union Meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

VII. SENIORITY

New employees may acquire seniority by working six (6) continuous months, in which event the employee's seniority will date back to the date of hire into the department. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority date.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for three working days, without properly notifying the Employer, unless a satisfactory reason is given;

(d) If the employee does not return to work at the end of an approved leave;

(e) If the employee does not return to work when recalled from a layoff.

VIII. LAYOFF, RECALL, AND TRANSFERS

(a) If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off in seniority order, with higher classified bargaining unit personnel bumping lower classified bargaining unit personnel based on departmental seniority and on capability of performing available jobs and shall be recalled in the same order.

(b) If and when an employee is permanently transferred to another division within the Department, the president or chief steward shall be notified of said transfer by the Employer.

IX. PROMOTIONS

All promotions within the bargaining unit shall be made on the basis of competitive examination as provided for in the Oakland County Merit System. The Sheriff will make his selection for promotion from the three highest ranking candidates who have passed the promotional examination.

X. FALSE ARREST INSURANCE

Employees covered by this agreement shall be provided, by the Employer, a policy of False Arrest Liability Insurance. The premiums for such insurance will be paid by the County.

XI. GENERAL CONDITIONS

Section 1.

Except as otherwise provided herein, the employees in the classifications of Deputy I and Deputy II - Correction shall in or before their seventh year of service with the Oakland County Sheriff's Department be entitled to attend the police academy, with the scheduling of their attendance at the sole discretion of the Sheriff. The exception is as follows: Those employees in the classification of Deputy I and Deputy II - Correction who shall have completed seven years of service during the term of this contract or prior to said term, shall be scheduled during the term of this contract or prior to said term, at the sole discretion of the Sheriff to attend the police academy, provided there are academy openings.

Section 2.

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 3.

The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 4.

Employees elected to any permanent full-time union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the

Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

Section 5.

When any position not listed on the wage schedule is filled or established, the County may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification, rate or structure are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a six (6) month period.

XII. ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES

All Resolutions of the Oakland County Board of Commissioners, as amended or changed, from time to time, relating to the working conditions and compensation of the employees covered by this Agreement, and all other benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County's Employees' Handbook, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

XIII. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

XIV. ECONOMIC MATTERS

The Agreement between the parties on economic matters are set forth in Appendix A and Appendix B attached hereto and are incorporated into this Collective Bargaining Agreement, subject to the terms and conditions thereof.

XV. NO STRIKE - NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

XVI. DURATION

This agreement shall remain in full force and effect from January 1, 1984, to midnight, December 31, 1985. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until

notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland. Each and every provision of this agreement or any other agreement between the parties shall be in accordance with the law. In the event that any such provision becomes invalid by operation of law, the remaining provisions shall nevertheless remain in full force and effect.

APPENDIX A

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JANUARY 1, 1984

| <u>CLASSIFICATIONS</u> | <u>BASE</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|--------------------------------------|------------------|--------------|---------------|---------------|---------------|---------------|
| Deputy II/Patrol | 24,252 | | 25,166 | 26,082 | 26,996 | 27,910 |
| Deputy II/Corrections | 24,252 | | 25,166 | 26,082 | 26,996 | 27,910 |
| ^a Arson Investigator | 28,210 Flat-Rate | | | | | |
| ^b Crime Lab Specialist I | 24,502 | | 25,416 | 26,332 | 27,246 | 28,160 |
| ^c Crime Lab Specialist II | 24,752 | | 25,666 | 26,582 | 27,496 | 28,410 |
| Deputy I/Patrol | 18,722 | | 19,846 | 21,038 | 22,300 | 24,210 |
| Deputy I/Corrections | 18,722 | | 19,846 | 21,038 | 22,300 | 24,210 |
| Sheriff Service Agent | 15,000 | | 16,000 | 17,000 | 18,000 | 19,000 |
| Police Para-Professional | 13,574 | | 14,224 | 14,873 | | |
| Sheriff Comm. Agent | 14,068 | 14,432 | 14,823 | 15,582 | 16,339 | 17,094 |
| Sheriff Comm. Shift Ldr. | 17,741 | | 18,392 | | | |
| Marine Deputy | 18,722 | | 19,846 | 21,038 | 22,300 | 24,210 |

Sheriff Service Agent and/or Deputy I-Corrections assigned as Medical Personnel to the infirmary shall receive \$500 annually (pro-rated) while performing these duties.

^aIncludes \$300 bonus.

^bIncludes \$250 bonus.

^cIncludes \$500 bonus.

APPENDIX A

THE FOLLOWING MERIT SALARY SCHEDULE
SHALL BECOME EFFECTIVE WITH THE FIRST
PAY PERIOD ON OR AFTER JANUARY 1, 1985

| <u>CLASSIFICATIONS</u> | <u>BASE</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|--------------------------------------|------------------|--------------|---------------|---------------|---------------|---------------|
| Deputy II/Patrol | 25,373 | | 26,329 | 27,288 | 28,244 | 29,200 |
| Deputy II/Corrections | 25,373 | | 26,329 | 27,288 | 28,244 | 29,200 |
| ^a Arson Investigator | 29,500 Flat-Rate | | | | | |
| ^b Crime Lab Specialist I | 25,623 | | 26,579 | 27,538 | 28,494 | 29,450 |
| ^c Crime Lab Specialist II | 25,873 | | 26,829 | 27,788 | 28,744 | 29,700 |
| Deputy I/Patrol | 19,587 | | 20,763 | 22,010 | 23,331 | 25,500 |
| Deputy I/Corrections | 19,587 | | 20,763 | 22,010 | 23,331 | 25,500 |
| Sheriff Service Agent | 15,693 | | 16,740 | 17,786 | 18,832 | 19,878 |
| Police Para-Professional | 14,201 | | 14,881 | 15,560 | | |
| Sheriff Comm. Agent | 14,718 | 15,378 | 16,039 | 17,359 | 18,680 | 20,000 |
| Sheriff Comm. Shift Ldr. | 20,647 | | 21,298 | | | |
| Marine Deputy | 19,587 | | 20,763 | 22,010 | 23,331 | 25,500 |

Sheriff Service Agent and/or Deputy I-Corrections assigned as Medical Personnel to the infirmary shall receive \$500 annually (pro-rated) while performing these duties.

^aIncludes \$300 bonus.

^bIncludes \$250 bonus.

^cIncludes \$500 bonus.

PREMIUM PAY DIVERS

- (a) Divers shall receive straight time pay for on-duty hours of work.
- (b) For all hours on the job other than on-duty hours, the divers shall receive time and one-half pay.
- *(c) The divers shall receive premium pay of \$2.00 per hour over and above the rates set forth in sections (a) and (b) above, when performing diving activities.
- *(d) When diving under the ice, divers shall receive premium pay of \$4.00 per hour over and above the rates set forth in section (a) and (b) above.

*Computation of the \$2.00 per hour and \$4.00 per hours premium pay shall be computed to the nearest one-half (1/2) hours.

BONUS-HELICOPTER PILOT

While performing the functions of a helicopter pilot an employee will receive a \$500 annual bonus to be paid bi-weekly.

II

COURT APPEARANCE

When officers are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two hours pay per day.

Under the following conditions:

1. Case must be of a criminal nature or related to traffic enforcement.
2. Officer must be off duty at court time.

III

CLOTHING AND EQUIPMENT

(a) Effective January 1, 1976, non-uniformed officers will receive a clothing and cleaning allowance at an annual rate of \$275, payable in installments of \$137.50 in June and \$137.50 in December.

(b) All guns, uniforms and equipment supplied by the County will remain County property and separating deputies will be required to return all uniforms and equipment to the Sheriff.

(c) Uniforms will be furnished for female employees of a type required by their job assignment. All uniforms will remain County property and separating employees will be required to return all uniforms to the Sheriff.

(d) The County will provide cleaning of uniforms for uniformed personnel of the Department and it is understood that the individuals will not abuse this privilege by requesting excessive cleaning.

IV

CREDITED SERVICE

Credited service in each of the steps of the Detention Officer classification shall be as of the employee's anniversary

date as adjusted by applicable existing Merit System Rules which govern other bargaining unit employees, provided the employee has satisfactorily performed.

The above clause shall be effective only as of January 1, 1978 and only for those persons actively employed in the bargaining unit within the Sheriff's Department on or after January 1, 1981.

V

MERIT INCREASES

Any merit increase for an employee who satisfactorily performs and is approved for such increase by the Sheriff shall become effective within ten working days after receipt by the Sheriff's Department of the appropriate notice of eligibility for merit increase and said merit increase shall not be denied unless the Sheriff disapproves the merit increase within the aforesaid period.

VI

SALARY SCHEDULE PROGRESSION

All persons hired hereafter shall be hired and progress in accordance with the salary schedules established herein.

SHERIFF'S DEPARTMENT AGREEMENT

APPENDIX B

I

For the following fringe benefits refer to the Oakland County Employee's Handbook:

1. Injury on the Job
2. Holidays
3. Leave of Absence
4. Life Insurance
- *5. Longevity
6. Medical and Master Medical Insurance
7. Sick Leave
- **8. Retirement
9. Annual Leave
10. Income Continuation Insurance
11. Dental Insurance
12. Tuition Reimbursement

The fringe benefits modified in previous collective bargaining agreements shall continue in effect as modified and described in the Oakland County Employees' Handbook.

*Merit Rule #2, Section VII "Service Increment Pay" shall not apply to any employee hired after March 15, 1984.

**The service credit multiplier factor for the retirement plan shall be 2.0 effective January 1, 1985.

**Effective December 31, 1985, unit employees who have twenty-five (25) years of service with the Department, and who are at least fifty (50) years of age, after compliance with all other requirements, may become eligible for retirement.

APPENDIX B

II

Effective with the issuance of the Award, the schedule of Legal Holidays as described in Merit Rule 26 shall be in effect for employees represented by this bargaining unit.

COUNTY HOLIDAY SCHEDULE

| | |
|---------------------------|--|
| New Year's Day | January 1 |
| Martin Luther King's Day | The Monday nearest January 15 |
| President's Day | The third Monday in February |
| Memorial Day | The last Monday in May |
| Independence Day | July 4 |
| Labor Day | The first Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | The fourth Thursday in November |
| Friday after Thanksgiving | |
| December 24 | Whenever Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday |
| Christmas Day | December 25 |
| December 31 | Whenever New Year's Day falls on Tuesday, Wednesday, Thursday, or Friday |

Whenever New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a holiday.

NOTE: Lincoln's Birthday and Columbus Day are to be deleted from the existing holiday schedule.