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ORIGINAL FOR EXECUTION

December 5, 1996

COLLECTIVE BARGAINING AGREEMENT

between

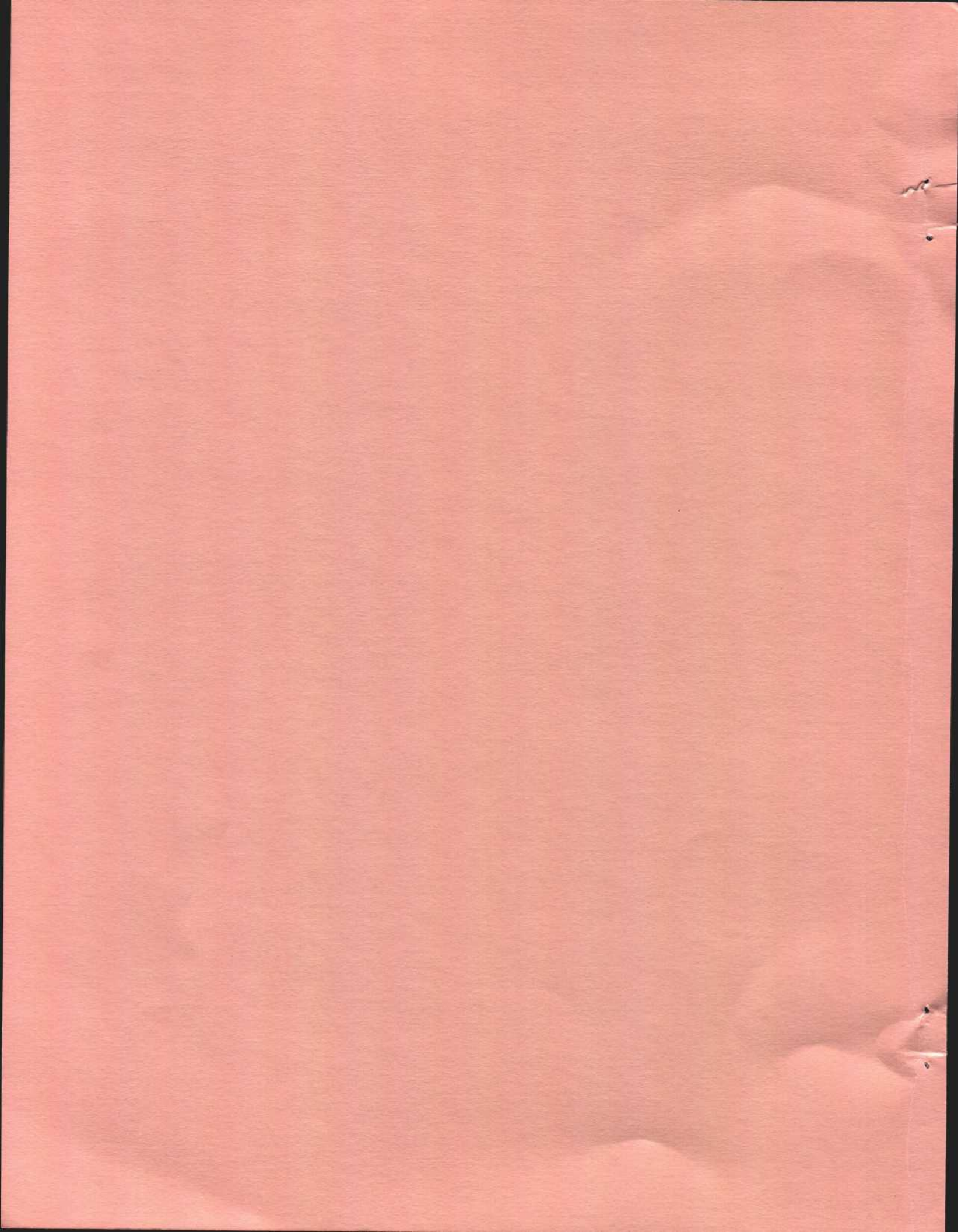
THE COUNTY OF JACKSON,
THE COMMISSIONS, BOARDS, AND AUTHORITIES
OF THE COUNTY OF JACKSON
THE SHERIFF OF JACKSON COUNTY

and

THE JACKSON COUNTY DEPUTY SHERIFFS' ASSOCIATION

January 1, 1996 through December 31, 1998

Jackson County



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**JACKSON COUNTY
JACKSON COUNTY DEPUTY SHERIFFS' ASSOCIATION**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into as of this 18th day of December, 1996, by and between the County of Jackson including its Commissions, Boards and Authorities, of the County of Jackson, the Sheriff of Jackson County, State of Michigan (herein referred to as the "County") whose employees are recognized hereunder and the Jackson County Deputy Sheriffs' Association (herein referred to as the "Association").

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County and the employees covered hereby, to ensure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment and to clarify the principle that labor relations between such employees and the County as herein defined are the exclusive province of the Jackson County Board of Commissioners, the Sheriff of Jackson County and the Jackson County Deputy Sheriffs' Association.

**ARTICLE 1
RECOGNITION**

Section 1. Bargaining Unit. The County, the public Employer under the Public Employment Relations Act, being Public Employment Relations Act No. 336 of the Public Acts of 1947, as amended, and sometimes herein referred to as the Act, hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the terms of this Agreement, of all employees of the Employer subject to the Sheriff's direction and control including the Deputy Sheriffs, Sergeants, Corrections Officers, and the Deputies assigned to the Animal Shelter, and excluding the Undersheriff, Captains and Supervisors as defined in said Act, and also excluding the following:

- a. All employees of Jackson County represented by Local 2098 and 139 of AFSCME, Council 25 and Local 547 of the Operating Engineers
- b. All other regular full-time and part-time employees of the County of Jackson, including professional employees.
- c. Department heads and supervisory employees as defined in the Act.
- d. Those excluded by the statutory provisions of the Act or employees of the Court.
- e. Members of the Marine Patrol (who are seasonal employees) shall be excluded from the fringe benefits provisions of this contract, but shall otherwise be subject to the terms of the Collective Bargaining Agreement as it pertains to Deputy

Sheriffs, their wages, grievance procedures, etc. unless such persons are full-time employees.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Non-Discrimination. The County and the Association agree that neither shall discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, political belief, or membership in a union, as required by law, nor shall the County, or its agents or its members discriminate against any employee because of his or her exercising rights under the Act as required by law.

ARTICLE 3 UNION SECURITY AND PAYROLL DEDUCTION

Section 1. Each bargaining unit member shall, as a condition of employment, on or before the 31st day following the beginning of employment or thirty-one (31) days from the time this Agreement is effective, whichever is later, either join the Association as a dues-paying member or pay a service fee to the Association in an amount equal to the dues uniformly required of Association members. Bargaining unit members may authorize payroll deduction for the payment of their dues or fees. In the event a bargaining unit member does not pay his or her service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. All dues and fees deducted by the Employer shall be without charge to the Association and shall be promptly remitted to the Association. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

Section 2. In the event of any legal action against the Employer brought because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel provided the Employer gives timely notice of such action and gives its full cooperation to the Association in the defense of such action. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by settlement agreed to by the Association or by a final judgment of a court or administrative agency.

ARTICLE 4 UNION REPRESENTATION

Section 1. Bargaining Committee. The employees shall be represented by a bargaining committee of four (4) employees, which committee shall be selected in a manner

determined by the employees and the Association. A non-employee representative may also be present.

Section 2. Grievance Committee. Reasonable arrangements will be made to allow committee members time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings during their working hours. Committee members shall have access to County premises for the purpose of investigating and adjusting any complaints therein by arranging with the County to visit such premises during the regular working hours, but on none of such visits shall the Association committee members interfere with maintenance of discipline of the regular work being carried on. Committee members will be paid for time off their job during their working hours if they have properly reported off their job to investigate and process legitimate grievances or attending County scheduled meetings.

The Sheriff will be notified within a reasonable time, twenty-four (24) hours if possible, when a committee member is performing Association business during duty hours and the expected duration.

ARTICLE 5 COUNTY RESPONSIBILITY

Section 1. Rights. The management of the business of the Sheriff's Department is vested exclusively in the County and the Sheriff, and they reserve to them all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Sheriff's Department business and of the employees of the County. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend, discharge for just cause, to establish classifications, layoff employees because of lack of work, or for other legitimate reasons, to combine or split up departments, to require employees to observe reasonable County rules and regulations not inconsistent with the provisions of the Agreement; to decide on the functions to be performed and what work is to be performed by the County or outside agencies, to subcontract, if necessary, or to establish standards of quality, all of which shall be subject to the applicable express provisions but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County and Sheriff's Department.

ARTICLE 6 DISCHARGE AND DISCIPLINE

Section 1. Association Representation/Report. No employee shall be summoned before a superior officer for disciplinary action without the right of having an Association representative present. Every non-probationary employee shall receive a copy of information and documentation that is the basis for disciplinary action.

Section 2. Notice of Disciplinary Action. Notification within a reasonable time shall be given to the steward or Association officers prior to any disciplinary action taken against any employee which may result in any official entries being added to his/her personnel file.

For the purpose of this Article, disciplinary action or investigation to determine whether disciplinary action shall be taken shall be commenced within fifteen (15) working days following the date on which the Sheriff had knowledge that such investigation should be taken. This provision may be waived by agreement of the Deputies' Association and Sheriff in unusual circumstances. Such time frame shall not apply in active criminal investigations involving an employee.

Section 3. Personnel Files. The employee shall have the right to review his/her personnel file at any reasonable time. The employee shall be furnished a copy of any new entry and shall be given the opportunity to initial or sign such entry prior to its introduction into his/her file.

- a. **Use of Disciplinary Action.** An employee's personnel record shall be reviewed after twenty-four (24) months of satisfactory service and all disciplinary matters appearing therein shall be removed from the official personnel file; nor shall any prior disciplinary action of more than twenty-four (24) months duration be adversely used in any subsequent disciplinary action.

Section 4. Written Statements. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his/her part, the matter may first be discussed between the employee and the Sheriff. The employee shall have twenty-four (24) hours after such meeting to make the written statement.

Section 5. Just Cause. The Sheriff shall have the right to take disciplinary action against any non-probationary employee for just cause; however, any disciplinary action shall be reviewable to arbitration.

Section 6. Supervisory Logs. Entries into the supervisory logs currently used, shall not be considered disciplinary in nature and are not subject to the grievance procedure. Said entries shall be destroyed after six (6) months from the date of entry. Within six (6) month period, the Employer may utilize the supervisory log to show prior counseling if disciplinary action results within the six (6) month period from date of entry.

Section 7. Grievances Concerning Disciplinary Action. Grievances concerning discharge or discipline shall be submitted within five (5) working days from the date of such discipline or discharge.

Section 8. Animal Control Chain of Command. Animal Control Officers shall report to the Animal Control Manager. Any disciplinary matters will be handled through the grievance procedure by the Animal Control Manager whose decision can be appealed to the County Administrator/Controller. Any appeal of the County Administrator/Controller's decision shall be to step 4 of the grievance procedure.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. Intent/Definition. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees, the Association, and the Employer as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours, and other conditions of employment. Both parties shall make an earnest effort to settle such differences.

- a. **Disciplinary Action Grievance.** In the event of discharge or other disciplinary action, the executed written grievance shall commence at Step 2 and be submitted directly to the Sheriff in writing.

- b. **Notification.** The County, through the Sheriff, shall properly notify a member of the committee assigned to review and process all grievances in his/her department in writing, concerning any discharge or substantial discipline. The discharged or disciplined employee will be allowed to discuss this action with a committee member of his/her department before being required to leave. This shall not apply to suspensions pending investigations made contemporaneously to a serious situation which is deemed to be in the best interest of the department or employee by the immediate supervisor. The immediate supervisor shall discuss the discharge or discipline with the employee and the committee member upon their request. Oral warnings need not be communicated to the committee member.

- c. **Submission of Grievance Involving Disciplinary Action.** Grievances concerning discharge or discipline shall be submitted within five (5) work days from the date of such discipline or discharge.

Step 1. Oral Presentation to Supervisor. An employee having a grievance shall present it orally, in the presence of a committee member, to his/her immediate supervisor within five (5) work days of the date he/she has knowledge of its occurrence. If it is not settled orally, the committee member shall reduce it to writing, stating the grievance and remedy desired. Both the committee member and the aggrieved employee shall sign the grievance and it shall be submitted by the committee member to the employee's immediate supervisor within five (5) work days from the date of the oral presentation. The immediate supervisor shall answer the grievance in writing within five (5) days.

Step 2. Written Presentation to Sheriff. If the immediate supervisor's answer is not satisfactory, the grievance shall be referred by the committee member to the bargaining committee of the Association who may then submit the grievance to the Sheriff within five (5) work days from receipt of the grievance from the committee member. The Sheriff shall answer the grievance within five (5) calendar days from receiving it. Representatives of the Employer or the Association may have the privilege of assisting at this or any succeeding stage of the grievance procedure.

Step 3. County Administrator. If the Sheriff's answer is not satisfactory to the bargaining committee of the Association, it may submit the grievance to the County Administrator. A meeting will be held with at least two (2) representatives of the Association and the Sheriff or the Sheriff's designee and the County Administrator. A mutual decision shall be given within ten (10) calendar days from the date of said meeting or the County Administrator shall give his/her own written decision within such period.

Step 4. Arbitration. In the event that the parties are unable to settle the matter at Step 3, and the Association or the Employer wishes to carry the matter further, the parties may request the American Arbitration Association to submit a list of suggested arbitrators. Notice of intent must be given within fourteen (14) calendar days from the decision at Step 3, and the request for an arbitrator must be made contemporaneously with the notice of intent, and the arbitrator will be selected under the rules of said Association.

Section 2. Jurisdiction of Arbitrator. The issues shall be specifically set forth by the party requesting arbitration and the arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any amendments thereof, or to specify the terms of a new agreement or to substitute his/her discretion for that of any of the parties hereto, unless otherwise specifically permitted herein.

Section 3. Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Sheriff, the County, and the Union and may only be appealed as provided by law. It may be enforced by a Circuit Court of competent jurisdiction.

Section 4. Fees and Expenses of Arbitrator. The fees and expenses of the arbitrator will be paid equally by the parties. All other expenses of the arbitrator will be paid equally by the parties. All other expenses shall be borne by the individual parties.

Section 5. Appeal. There will be no appeal from any arbitrator's decision.

Section 6. Retroactivity. Any grievance under this article relating to the payment of wages shall not be retroactive beyond the date the grievance was first presented in writing to the County.

Section 7. Time Limits. Any grievance not initiated, appealed or answered within the time limits outlined within the grievance and arbitration procedure shall be considered as settled on the basis of the last answer or on the basis that the grievance was presented and shall not be subject to further review, that is, if the Employer fails to respond to the grievance within the time period required, or if the Association fails to appeal from the answer of the Employer within the time period required, the grievance will be deemed to be settled on the basis of the last answer of the County, or upon the basis of the grievance as presented when the time period expires.

Section 8. Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceeding by a mutual consent of the parties in writing.

Section 9. Extension of Time Limits. The parties by mutual agreement in writing may extend any of the time periods hereinbefore set forth.

ARTICLE 8 PROHIBITED ACTIVITY

Section 1. No Strike Pledge. During the life of this Agreement, the Association will not authorize, sanction, cause or support a strike as that term is defined in the Hutchinson Act, nor will any employees or employee take part in a strike, intentional slowdown of services, picketing, boycott, work stoppage or any other interference with the County's services. Neither shall the Association or any employee refuse to cross any picket line by whomever established, where such refusal will interfere with or impede the performance of the employee's duties as an employee of the County.

Section 2. Affirmative Action. The Association agrees that as a part of the consideration of this Agreement, upon receipt of notice from the County, it will take immediate steps to end any work stoppage, strike, slowdown or suspension of work in violation of this Agreement.

Section 3. No Lockout Pledge. During the life of this Agreement, the County agrees it will not cause or sanction a lockout.

ARTICLE 9 WORK RULES

Section 1. Rules and Regulations. The County may establish rules and regulations concerning employee conduct and standards, copies of such Rules and Regulations to be given to every employee. Copies of the Rules and Regulations will be given to each employee as they are established or when they become employed.

ARTICLE 10 SENIORITY

Section 1. Definition. The word "seniority," as used in this Agreement, shall mean departmental seniority unless specifically provided otherwise. Departmental seniority shall be defined as the length of an employee's continuous service with the Jackson County Sheriff's Department in this bargaining unit. Rank seniority shall be calculated on the effective date of promotion to the Sergeant rank. County seniority shall be used for determining annual leave accrual, longevity, and pension credits.

Section 2. Probationary Period for New Hires. All new employees shall be considered probationary employees for a period of twelve (12) months from their date of hire as a permanent part-time or full-time employee, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty, if such period of absence is greater than fifteen (15) work days and provided further that it shall be shortened for a period of time equal to that time an employee works overtime if such period of overtime is greater than 120 hours. Probationary employees are considered at-will and may be terminated with or without just cause and may be assigned or laid off by the Employer without regard to this Agreement, except that after the first six (6) months of service, the probationary employee shall fall within the normal shift selection process.

Section 3. Seniority Lists. Seniority lists are to be prepared and maintained by Department within the County and such lists will show the names and job titles of all employees in the particular Departments who are entitled to seniority on the date of this Agreement. The Sheriff will keep the seniority list for the Department up to date at all times, and will provide the Association with an up-to-date copy at least by the 15th of January and July of each year.

Section 4. Seniority Preference. The County agrees to recognize and abide by the principle of departmental seniority in the event of layoffs, recall, filling of vacancies, shift preferences, and vacations. An employee working on any given shift shall have the preference of working at a shift over employees with less departmental seniority provided he/she has the qualifications, ability and training to immediately assume the job duties on such shift. This preference may be exercised every seven (7) full pay periods for shift assignment preference and the shift assignment preference shall be completed and posted a minimum of fifteen (15) calendar days prior to the shift preference assignment taking effect. Once such shift selection has been made any change requested by an employee shall be at the discretion of the Sheriff. The privilege may be exercised only if the classification and qualification of both parties involved are the same and if the person to be bumped is the lowest in departmental seniority in the classification on that particular shift. This provision shall not apply with respect to shifts between Road Patrol and Correction Officer positions. When an employee exercises preference, his/her departmental seniority shall apply to available pass days.

Seniority preference for Sergeants shall be by rank seniority.

Section 5. Loss of Seniority. An employee will lose seniority for the following reasons:

- a. He/she resigns. (When an employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the employee at least two (2) weeks prior to the proposed termination date. The Sheriff shall not terminate such employee except for other cause prior to the end of the two week period.)
- b. He/she is discharged for just cause.
- c. He/she is absent for three (3) consecutive working days without notifying the County without reasonable justification for the absence. After such absence, the County will send written notification to the employee at the employee's last known address that he/she has lost his/her seniority and his/her employment has been

terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

- d. If the employee has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less, or does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave, leaves of absence, or vacation will be treated the same as c. above.

Employees withdrawing their retirement contributions or quitting who are rehired, shall forfeit all seniority rights and salary step positions.

Section 6. Termination of Employment. If an employee terminates his/her employment either by quitting and/or withdrawing their retirement contributions and subsequently are rehired, all seniority rights, vacation eligibility, and salary positions are forfeited. However, by refunding their retirement contributions, their retirement benefits only will be reinstated.

Section 7. Transfer Out of Bargaining Unit. If an employee is transferred to a position where he/she is no longer a member of the bargaining unit with the Association, his/her seniority shall continue to accumulate for a period of thirty (30) days, and thereafter, be frozen and he/she shall not longer accumulate any additional seniority. If an employee is returned to the bargaining unit, his/her seniority shall be reinstated to the same position it was at the time his/her seniority was frozen. Prior to any employee returning to a position within the bargaining unit, there shall be a current opening within the unit. There shall not be any member of the Association currently on layoff and the returning employee shall not displace any employee within the bargaining unit.

If a former member of the bargaining unit remains in a position outside of the bargaining unit, but within the department, for a period of one (1) continuous year, he/she shall no longer be permitted to return to a position within the bargaining unit. This shall not affect new hires.

ARTICLE 11 VACANCIES, TRANSFERS, NEW CLASSIFICATIONS

Section 1. Filling of Vacancies. On filling of vacancies, seniority will not be the determining factor, but is subject to the eligibility requirements. This decision will be made by the Sheriff on the basis of experience, training, education and the physical or technical qualifications as the job may require as determined by the Sheriff.

Section 2. Newly Created Position. In the event of a newly created position, employees shall be given the opportunity to transfer to the new position but only if the employee has the necessary qualifications for the new position and has the training and technical qualifications as determined by the Sheriff.

Section 3. Inter-Divisional Transfers. In anticipation of the Correctional Officers' Training Act of 1982, Public Act 415 of 1982, requiring minimum standards and requirements for certification, recertification and decertification of correctional officers to be applied to local government in 1990, the County and Association agree as follows:

- a. **Deputy Sheriff Classification Transfers to Correction Officer Classification.** When there is a Correction Officer vacancy a Deputy Sheriff (Road Patrol) may exercise their rights to apply for and shall be transferred to the new classification if he/she meets the minimum qualifications of the position. Once a Deputy Sheriff exercises this option, the Deputy Sheriff classification shall be changed to Correction Officer and the employee who exercised the option shall have no right to revert to his/her former classification except at the discretion of the Sheriff. No transfers shall be granted except at the discretion of the Sheriff.
- b. **Correction Officer Classification Transfers to Deputy Sheriff Classification.** When there is a Deputy Sheriff (Road Patrol) vacancy a Corrections Officer may apply for same and be considered with all other applicants if he/she meets the minimum qualifications for the position. In the event a Correction Officer is selected he/she shall serve a trial period of six (6) months during which time the Sheriff may, in his/her discretion, revert the employee back to their former position.
- c. **Departmental Seniority Transfer.** Effective January 1, 1996, any bargaining unit employee who changes classification from Correction Officer to Deputy or from Deputy to Correction Officer shall transfer departmental seniority for all purposes except shift selection and days off. For purposes of shift selection and days off, the employee's seniority within the classification shall begin and accrue from the date of the reclassification.
- d. **New Hires.** New hires after the date of this contract shall have no right to inter-divisional transfers and any transfers granted between classifications for new hires shall be at the sole discretion of the Sheriff.
- e. **Animal Control Officer.** When there is a Deputy Sheriff vacancy (Road Patrol) or Correction Officer vacancy an employee classed as Animal Control Officer may apply for same and be considered with all other applicants if he/she meets the minimum qualifications for the position. In the event an Animal Control Officer is selected, he/she shall serve a trial period of six (6) months during which time the Sheriff, may, in his/her discretion, revert the employee back to their former position.

Section 4. New Classifications. In the event new classifications are established or new specifications are required, or the contents of the specifications are to be changed, such matters shall be bargained upon between the parties hereto prior to the establishment of such classifications and specifications.

Section 5. Change in Classification. Any employee subject to the terms of the Agreement shall have the right to consideration of request he/she may have with respect to

change in classification of his/her position. The employee shall initiate this through the regular grievance procedure.

Section 6. Temporary Transfers/ Pay Rate. When an employee is temporarily transferred from one job to another, he/she shall continue to be paid at the grade to which he/she was originally assigned unless the employee or employees are being regularly assigned to a position which is open, in which case they shall receive the rate of the job, if more than their regular rate.

Section 7. Temporary Transfers. The Sheriff may authorize the request of a Road Deputy to transfer temporarily to a Corrections Officer position provided such Road Deputy has the requisite skills, qualifications, and certifications, if required. In such instances, the transferring Deputy shall assume the least senior position for purposes of leave days (vacation/pass) and shift preference.

ARTICLE 12 LAYOFF AND RECALL

Section 1. Notice. Employees to be laid off indefinitely shall be given at least fifteen (15) days' prior notice.

Section 2. Order of Layoff. In the event it becomes necessary to layoff employees, casual, probationary and seasonal employees (excepting Marine Deputies) will be laid off first, followed by part-time employees, followed by full-time employees with the least departmental seniority as set forth in the current posted seniority list. However, the Employer may depart from the foregoing order of layoff where the remaining employees would not have the qualifications (including gender, where legally cognizable), certification and ability to fully and properly perform the remaining required work. Temporary layoffs will not involve the exercise of seniority rights in such case until the period of layoff exceeds five (5) working days.

An employee accepting the classification of Deputy Sheriff, who is laid off after January 1, 1989, shall not be allowed to displace an employee in the Correction Officer classification until the Deputy Sheriff receives training and is certified as a Correction Officer in accord with the Correctional Officers' Training Act of 1982, Public Act 415 of 1982. The Deputy Sheriff shall be notified by the County of the next available Training School site and the County shall pay the registration fee of the Deputy Sheriff for the training, if any. Once certified as a Correctional Officer the Deputy Sheriff shall be allowed to use his/her departmental seniority to displace a Correction Officer with less departmental seniority. It is agreed and understood that the laid off Deputy Sheriff shall receive the required training at the option of the Deputy Sheriff and that the laid off Deputy will be receiving unemployment benefits (not his/her regular salary) while taking advantage of being certified as a Corrections Officer.

The laid off Deputy Sheriff, upon notice from the Sheriff as to the next available school site for Correction Officer Training, shall attend said school unless the Sheriff waives such

requirements due to extenuating circumstances, otherwise will forfeit his/her right to displace a less senior Correction Officer.

Marine Deputies and Animal Control Officers shall be exempt and may not be bumped. Marine Deputies and Animal Control Officers may not exercise seniority rights for bumping purposes in the event of Marine Patrol and/or Animal Control reductions. Marine Deputies and Animal Control Officers shall have no seniority rights except within their class titles. Other employees may not displace Marine Deputies or Animal Control Officers in the event of layoff.

Section 3. Demotion in Lieu of Layoff. If a Sergeant is to be reduced, the employee with the least rank seniority shall be laid off first provided the remaining senior employees have the ability (certification) to perform the required work. Upon being laid off, a Sergeant, if he/she so requests, shall in lieu of layoff, be demoted within the classification from which promoted.

Section 4. Temporary Recall from Layoff. In the event an employee is on layoff, and the job arises which will continue for a period in excess of thirty-six (36) hours, and the employee has seniority and capability as set forth pertaining to his/her experience, training, and qualifications, then the Sheriff shall recall such employee to fill such a position on a part-time or full-time basis.

Section 5. Recall Procedure. The recall procedure for employees will be the same utilized in the event of layoff except the reverse procedure will apply in that seniority employees will be first returned to work in their proper classification. Employees being recalled to classifications shall include employees with more seniority who previously held the grade or classification which is the subject of recall even though not currently holding such classification.

ARTICLE 13 LEAVES OF ABSENCE

Section 1. Short-Term Leaves of Absence Without Pay. Leaves of absences are to be granted by the County for valid reasons including non-qualifying FMLA illness and accident. A leave without pay up to ten (10) days in length may be granted by the Department Head for other personal reasons such as court appearance, induction physicals, union representation or other causes deemed appropriate by the County without loss of seniority. These may be extended beyond this period if application is made prior to the expiration of the original leave if good cause is shown.

All leaves of absence shall be without pay and in the event of falsification of the reasons for leave, the employee will be subject to discharge. No leave will be granted for the purpose of engaging in gainful self-employment or as an employee of any other company or corporation.

Section 2. Extended Leaves of Absence Without Pay. In the event extended leaves are desired, these must be approved not only by the Sheriff but also by the Personnel and Finance Committee of the Jackson County Board of Commissioners after due notice to the

Association. Such leaves may be for a period of six (6) months, and during such period, the employee will continue to accumulate seniority.

- a. Seniority Continued. Continuous seniority requires regular full-time employment. Leaves of absence of less than six (6) months shall not interrupt service.
- b. Same Salary Schedule. Employees returning from leaves of absence of less than six (6) months shall continue the same salary schedule. When they have been on leave longer than six (6) months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous employment record.

Section 3. Family and Medical Leave Act (FMLA) Leave.

- a. Eligibility for FMLA. Employees who have completed twelve (12) months of employment and worked at least 1,250 hours for the County in the past twelve (12) months may request an unpaid FMLA leave for a period not to exceed twelve (12) weeks in one (1) calendar year. A FMLA leave shall be granted by the County in the following cases:
 - 1. A serious health condition that makes the employee unable to perform the functions of his/her position;
 - 2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - 3. Because of the placement of a son or daughter with the employee for adoption or foster care and to care for such son or daughter;
 - 4. Because of the birth of a son or daughter of the employee and to care for such son or daughter.
- b. Use of Other Paid Leave While on FMLA Leave. The Employer may require an employee taking a leave pursuant to subparagraph a(1) to exhaust all accrued paid sick leave prior to an unpaid leave of absence. An employee taking leave pursuant to subparagraph a(2), (3) and (4) may be required to exhaust all accrued paid leave, excluding sick leave, prior to an unpaid leave of absence.

All other articles and sections of this collective bargaining agreement shall be applicable and coordinated with the Family and Medical Leave Act.

Each party has the right to exercise its rights under the FMLA except as modified under b. above.

Section 4. Military Leave of Absence. Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard,

provided proof of service and pay is submitted. (A maximum of two (2) weeks per year.) An additional period of up to two (2) weeks may be allowed if the employee is called up for special duty under the Federal or State Law.

Absences or leaves without pay in excess of six (6) months, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service, but shall not interrupt continuous service.

Employees returning from military leave of absence who are reinstated to their position previously held shall be entitled to receive compensation at the rate to which they would have been entitled had their service with the Sheriff's Department continued even though they were in the Armed Forces if this is required by the Armed Services Act.

ARTICLE 14 SICK LEAVE

Section 1. Rate of Accumulation. Each full-time employee of the County shall be entitled to sick leave of one (1) work day with pay for each completed month of service. Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

- a. **Accumulation During Absences With Pay.** Employees absent from work on legal holidays, vacation, disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence even though they were employed, subject, however, to the maximum limitations provided herein.

Section 2. Accumulation. Unused sick leave shall be accumulated up to 120 days (960 hours).

Section 3. Use of Sick Leave. An employee eligible for sick leave with pay may use sick leave, compensatory time, personal leave days and vacation for absence due to the weather, otherwise they will be docked.

An employee eligible for sick leave with pay may use such sick leave upon approval of the Sheriff for absence due to illness, injury, absence because of exposure to communicable contagious disease, and to illness or death in the employee's immediate family which are leaves otherwise permissible without pay under the provisions hereof.

Section 4. Notification. An employee who is absent from duty shall report the reason to his/her supervisor prior to the time of absence when possible, and failure to do so within a reasonable time may be cause for denial of sick leave. All unauthorized and unreported

absences shall be considered absences without pay and deduction of pay shall be made for the period of absence.

Section 5. Use in Connection with Workers' Compensation. An employee on sick leave shall inform his/her immediate superior of the fact and the reason therefor as soon as possible, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence, provided, however, that in the event that any employee shall be drawing Workers' Compensation, he/she shall not be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid Workers' Compensation benefits.

Any payments received by the employee pertaining to a period where he is absent by reason of injury sustained in the course of employment shall not be charged to his/her accumulated sick leave.

The makeup pay to make the Workers' Compensation pay equivalent to the employee's take-home pay shall be limited to the period of twenty-six (26) weeks, or during the period Workers' Compensation pay is due, whichever is less, such pay shall not be chargeable to sick leave, if absence is due to compensable injury. If absence is not due to compensable injury, it shall be chargeable to sick leave.

Employees with accrued sick leave may elect to draw a portion of same while drawing Workers' Compensation an amount which, when added to their Workers' Compensation payment, will not exceed their regular take-home pay at the time of their injury.

Section 6. Brief Absence. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than two (2) hours.

Section 7. Payment Upon Termination, Retirement, Death. Unused sick leave, upon the employee's termination, retirement or death, shall be subject to payment on a half-time basis for all unused days.

Section 8. Reinstatement of Sick Leave if Recalled Within Eighteen (18) Months. An employee who is laid off from his/her position for reasons that are not discreditable to him/her may, if reappointed within eighteen (18) months, have available for his/her necessary use any unused sick leave existing at the time of his/her layoff.

Section 9. Records. The Sheriff shall maintain records and report to the County Controller on sick leave credit and authorized sick leave taken by employees.

Section 10. Verification of Sick Leave. Sick leave with pay in excess of three (3) consecutive working days for reason of illness or injury shall be granted only after presentation of a written statement by a reputable physician, if requested by the Sheriff, certifying the employee's condition which prevented him/her from performing the duties of his/her position.

An employee may be required to establish illness or injury on any occasion when using sick leave.

ARTICLE 15 PERSONAL LEAVE DAYS

Section 1. Personal Leave. An employee with seniority shall be entitled to six (6) personal leave days each year with pay which may be taken in intervals of not less than two (2) hours. Effective July 1, 1995, Personal Leave will be credited on the employee's anniversary date; personal leave will be prorated during the transition period. Personal leaves shall not be accumulated.

Other leaves granted for personal reasons such as funerals, illness in the family, etc., shall not be deducted from the employee's sick leave and is without pay unless taken under the provisions of Article 14, Section 3 above.

New hires shall be credited with six (6) personal leave days upon hire; however, Personal Leave will not be available for use until completion of ninety (90) working days.

ARTICLE 16 FUNERAL LEAVE

Section 1. Immediate Family. Employees shall be allowed three (3) working days excluding pass days as funeral leave days not to be deducted from sick leave, or for a death in the immediate family, which is defined as follows:

Mother, father, brother, sister, wife, husband, son, daughter, or stepchild living in the dwelling, mother-in-law, father-in-law, grandparents, or a member of the employee's household.

Section 2. Others. Employees serving as pallbearers, or attending the funeral of a grandchild, sister-in-law, brother-in-law, aunt, uncle, stepfather, stepmother, or a stepchild not a member of the employee's household, will be allowed one funeral day with pay. Any leave in excess of three (3) days shall be without pay unless taken under the provisions of Article 14, Section 3.

ARTICLE 17 JURY LEAVE

Section 1. Pay. Full-time employees who are called to serve on jury duty during scheduled work hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the County when temporarily excused from attendance

at court, provided that the employee is able to return to perform at least two (2) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE 18 VACATIONS

Section 1. Accumulation. All employees covered by this Agreement who were on the seniority list of the county shall on each anniversary of their employment date be entitled to vacation with pay in accordance with the following plan:

- a. Employees with one (1) year or more of seniority will be entitled to two (2) weeks vacation with pay at their regular rate.
- b. Employees with seven (7) years or more of seniority on their anniversary date shall be allowed three (3) calendar weeks of vacation with pay at their regular rate.
- c. Employees with twelve (12) years or more of continuous service with the County on their anniversary date shall be allowed four (4) calendar weeks of vacation with pay at their regular rate.
- d. Employees with sixteen (16) years or more of continuous service with the County on their anniversary date shall be allowed five (5) calendar weeks of vacation with pay at their regular rate.

Section 2. Vacation Carry-Over. Vacation pay shall not be accumulated and in the event an employee fails to request a vacation leave or does not take his/her vacation when requested during the calendar year, he/she will take a vacation when directed by the Sheriff. If he/she fails to take a vacation when directed, he/she shall forfeit his/her vacation pay. Employees have the right to carry over forty (40) hours of vacation time past a respective date.

Section 3. Request for Vacation. Vacation leave requests shall be submitted by the employee to the Employer no later than fifteen (15) days prior to the beginning of each scheduled shift change. Such vacation requests shall be authorized within five (5) days after the shift change commences. Road Patrol shifts shall be allowed two unit members off on vacation simultaneously. (Note: Sergeants are included as unit members.) Vacation requests made at any time other than specified herein shall be authorized subject to the operational requirements of the department on the basis of the order in which the requests were submitted to the Employer.

Employees may be entitled to receive an advance vacation pay check if payment is requested one (1) pay period prior to the commencement of the scheduled vacation.

Section 4. Holiday During Vacation. If a paid holiday occurs during employee's time off for vacation, he/she shall have the option of taking one (1) additional day of vacation for each such holiday.

Section 5. Other Uses. Employees who are absent on account of sickness, injury or disability in excess of that allowed under the leave of absence provisions may, at the request of the employee and in the discretion of the Sheriff, be allowed to charge the same against their vacation leave allowance.

Section 6. Payment Upon Termination, Retirement, Death. Employees who retire, die or terminate their employment with the County shall be entitled to accrued vacation leave pay.

ARTICLE 19 HOLIDAYS

Section 1. Recognized Holidays. All employees covered by this Agreement shall be entitled to a holiday and shall be paid at their current rate, based on a regular work day for said holiday for the following days:

New Years' Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
½ day (p.m.) Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	Any General Election Day

Section 2. Additional Holidays. The County Board of Commissioners may, in addition to the above-designated holidays, proclaim a day or a part of a day as a holiday in which event all employees will be entitled to equivalent benefits as set forth above. Holiday pay shall be paid only for work on the designated holidays appearing in Section 1 regardless of whether time off is given to the employees on days other than the holiday.

Section 3. Eligibility for Holidays. Employees to be eligible for holiday pay have to be employed for ninety (90) days and must have been regularly working prior to and following the holiday, or have been laid off or on sick leave during the work week in the week in which the holiday falls. Employees who have accepted holiday work assignments and fail to report for work without cause acceptable to the County shall not receive pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday will receive time and one-half (1-1/2) pay for each hour worked on such holiday in addition to his/her holiday pay. The Sheriff may designate that a portion of the work force be given any holiday off with pay. If the work force is to be reduced on any scheduled holiday, said employees shall be given two (2) weeks' notice unless extenuating circumstances exist.

ARTICLE 20
HOURS, OVERTIME AND WORK WEEK

Section 1. Work Week. The hours of work for all employees subject to this Agreement are eighty (80) hours per pay period, and shall be rescheduled every seven (7) full pay periods by the Sheriff. Employees who worked more than such hours during each period and are so authorized in advance, shall be compensated on a time and one-half (1-1/2) basis as specified below.

Section 2. Non-Voluntary Overtime. The Sheriff may prescribe reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the Personnel and Finance Committee. When it is necessary to order employees to work overtime, the following procedure should be used excepting, however, that an employee may be required to remain after their shift without following the below for a maximum of four (4) hours:

- a. Blocks of time shall generally be four (4) hours; however, they shall not be construed as limiting the Employer to only four (4) hour blocks in unusual circumstances.
- b. The first four (4) hours shall be assigned to the least senior regularly scheduled employee on duty.
- c. The remaining four (4) hours will be assigned to the least senior regularly scheduled employee on the shift following. If the least senior employee cannot be contacted, the next employee with the least seniority who is regularly scheduled on the following shift shall be contacted, etc.
- d. In the event no employees who are regularly scheduled to a shift can be reached, and in the event no employees who are regularly scheduled to the following shift can be reached, the Employer may call in the least senior employee and move up the list until the vacancy is filled.
- e. Employees will not be ordered in on personal, sick or vacation days unless other employees are not available or if in the case of emergency.
- f. Employees will not be ordered to work more than sixteen (16) hours in any twenty-four (24) hour period unless there is an emergency.
- g. Nothing in this subsection shall be construed as limiting other provisions of this contract.

Section 3. Compensation for Overtime Work. Time and one-half (1-1/2) will be compensated for over eight (8) hours per day within a twenty-four (24) hour period commencing with the employee's first regular scheduled shift based on the schedule at the beginning of the shift change period.

Employees shall be compensated for authorized overtime by time off equal to time and one-half (1-1/2) to time worked, or by payment at time and one-half (1-1/2) as determined by the Sheriff and approved by the Personnel and Finance Committee. Only such hours as worked in excess of forty (40) hours of work per week as set forth herein shall be so compensated.

Section 4. Compensatory Time. Employees shall have the option of taking compensatory time in lieu of overtime payment at the rate of time and one-half (1-1/2) for each hour worked. This must be utilized within the calendar year except that a maximum of forty (40) hours may be carried over to the following calendar year. Any excess will be lost unless the employee has sought to use it on a continuing basis commencing a minimum of ninety (90) calendar days prior to the following calendar year and is prohibited from doing so. The Employer may direct payment at any time when accrued compensatory time is in excess of forty (40) hours at the time when overtime is worked.

Section 5. Call Back. Employees called in prior to their regular shift or called back following their regular shift shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but shall be required to perform two (2) hours of duties if such work is available. Such call ins or call backs shall be authorized only by the Sheriff or Undersheriff.

Section 6. Court Time. Officers subpoenaed into any Court or official hearing during off-duty hours shall receive witness fees and mileage, and after the first half-hour from the time they are due in Court, they shall be entitled to time and one-half (1-1/2) their regular hourly rate of pay in addition to such fees and mileage. If they are required to spend more than one-half day in Court, only the hours after the first half-hour of the afternoon will be so compensated.

Officers subpoenaed for civil infraction hearings shall receive a minimum of two (2) hours call back pay at the rate of time and one-half (1-1/2) their regular hourly rate of pay or pay at the rate of time and one-half (1-1/2) for the actual time spent in said hearing, whichever amount is greater.

Officers subpoenaed into Court, civil infraction hearings, and formal hearings are not required to perform the call back work requirements as set forth in Section 5.

ARTICLE 21 WAGES AND CLASSIFICATIONS

Section 1. Wage Rates.

1996. As of January 1, 1996 - a 2.5% increase in wages across-the-board as set forth in Schedule A. Wage increases are only retroactive for employees employed on the date of ratification by the parties and for persons who retire from January 1, 1996 to the date of ratification.

1997. As of January 1, 1997 - a 2.5% increase in wages across-the-board as set forth in Schedule B. Wage increases are only retroactive for employees employed on the date of ratification by the parties and for persons who retire from January 1, 1996 to the date of ratification.

1998. As of January 1, 1997 - a 2.5% increase in wages across-the-board as set forth in Schedule C.

Section 2. Promotion. In a case where an employee is promoted to a grade with a higher schedule, his or her entrance rate shall be the rate in the new schedule which is equivalent to the employee's years of service.

Section 3. Hourly Basis. Regular employees and part-time employees shall be paid their compensation on an hourly basis.

ARTICLE 22 SHIFT PREMIUM

Section 1. Shift Differential. Employees regularly performing work on the second and third shift shall be entitled to a thirty-five cents (35¢) per hour shift premium

Second and third shifts are those which are regularly scheduled to commence after 2:00 p.m. or before 6:00 a.m.

ARTICLE 23 MILEAGE AND PARKING

Section 1. Rate. Employees required and authorized to have available and operate their own vehicles in the conduct of County business shall be paid an automobile allowance on the basis of the rate of reimbursement as established by the Jackson County Board of Commissioners for such use of vehicle.

Section 2. Parking. The Employer will furnish all employees subject to this Agreement a free parking area within the general vicinity of the County Building.

ARTICLE 24 UNIFORMS

Section 1. Issuance. Sheriff employees required to wear and maintain prescribed items of clothing and personal equipment shall be furnished one (1) winter coat, one (1) spring jacket, six (6) shirts, three (3) pair of trousers, one (1) winter cap, one (1) summer cap, three (3) ties, and all necessary equipment (including safety) as may be required such as badges, guns and

holsters. Equipment will be replaced on a direct exchange basis when necessary. Uniforms will be original issue.

Notwithstanding the above, Sergeants will only be afforded such uniforms as shall be required by the Sheriff.

Section 2. Cleaning Allowance. The County shall annually provide a cleaning allowance of three hundred dollars (\$300.00) to be used during the following year. The payment shall be made July 1 of every year. If an employee quits or is terminated or goes on leave of absence during the year, he/she shall reimburse the County an amount prorated on the basis of the amount of time worked during such year. The amount to be reimbursed to the County shall be deducted from the employee's final pay from the County. This cleaning allowance shall be paid to all members of the unit. New employees shall receive a prorated portion of the cleaning allowance based on the amount of time to be worked in the calendar year.

ARTICLE 25 INSURANCE

Section 1. Hospitalization Insurance. The County shall pay for each employee hired on or before December 31, 1992, and his/her dependents the entire cost of Blue Cross/Blue Shield coverage without any deductible feature and the employee and his /her dependents shall not be required to contribute to any portion of such insurance. The County shall pay for each employee hired on or after January 1, 1993, and his/her dependents ninety percent (90%) of the entire cost of Blue Cross/Blue Shield coverage without any deductible feature and the employee and his/her dependents shall pay the remaining ten percent (10%) of the cost of such coverage, with employees hired on or after January 1, 1993 to begin paying ten percent (10%) thirty days after contract approval. Added to the hospitalization will be Master Medical and a one hundred dollar (\$100) deductible per person, two hundred dollar (\$200) deductible per family, on non-basic item coverage effective March 1, 1990. Effective March 1, 1990, coverage shall include the Blue Cross/Blue Shield Second Medical Opinion and Predetermination Provisions. The County will consult with the Association before making any change in carriers. Coverage will commence within ninety (90) days after the employee has commenced actual service with the Sheriff's Department.

The County shall pay the full cost for family coverage of the prescription rider (PDP-R- \$3.00 co-pay) under the same carrier provided, however, that in the event the County desires to shift carriers for the medical coverage, or the prescription rider, it may do so if it produces exactly the same, or better coverage.

Section 2. New Hires. Employees may elect to enroll for health insurance at the next enrollment period made available by the carrier, and the Employer will pay for all health and life insurance for the first enrollment period falling closest to the ninetieth (90th) day after employment commences. Employees shall become entitled to participate in holidays and the insurance program following ninety (90) days of employment. In the event an employee's seniority is terminated for any reason, the Association will be notified by the County of the

names of the employees following the end of each month in which termination of seniority took place.

Section 3. Life Insurance. The County shall provide to each employee covered by the Agreement a group life insurance policy of twenty-five thousand dollars (\$25,000) with accidental death benefit provisions of twenty-five thousand dollars (\$25,000) at the County's entire expense.

The County shall provide to each retiree a group life insurance policy of twelve thousand five hundred dollars (\$12,500) at the County's entire expense.

Section 4. Dental/Optical Insurance. Effective January 1, 1990, the County shall reimburse each full-time employee up to \$400 annually for dental/optical expenses. Effective January 1, 1997, the County shall reimburse each full-time employee up to \$425 annually for dental/optical expenses. This amount may be used by the employee for reimbursement of dental expenses for the employee, his/her current spouse, and the employee's children under the age of nineteen (19) and residing with the employee. A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed by the provider performing the service. Such billing shall specify the service performed and the date of the service. Any balance remaining in the account upon termination shall be forfeited. Employees to be entitled to dental/optical reimbursement have to be employed for ninety (90) days and must have been regularly working. Unexpended dental reimbursement from the prior year will be carried over. This unexpended amount will be used prior to the new year's funds.

If the County raises the amount of dental/optical reimbursement funds allowed with other collective bargaining units, Deputies will receive the higher amount.

Section 5. Hospital and Medical Coverage/Retirees. Employees must be immediately eligible for retirement benefits and retire. Retirees shall receive the same or comparable health coverage as they received when an active employee immediately prior to retirement with a co-payment on health insurance premiums the same as immediately prior to retirement.

Health and hospitalization coverage supplementing Medicare shall be provided for retirees eligible for Medicare. Any cost over the Employer's premium obligation shall be paid for by the retiree on a monthly basis.

Further there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee.

All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of that date, all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplemental to such

coverage. In the event the name of any of the coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

ARTICLE 26 RETIREMENT

Section 1. The present retirement plan for employees of the Department shall be continued and shall provide normal retirement benefits at two percent (2%) of the employee's annual compensation as defined in the plan. Effective January 1, 1998, the retirement multiplier shall increase to two and one-quarter percent (2.25%). Employees shall pay the full cost of the increase amortized over thirty (30) years by payroll deduction. If an actuarial study is needed to determinate the cost prior to January 1, 1998, it shall be paid 50-50 by the Employer and Association. Maximum County-financed portion is seventy-five percent (75%) of Final Average Compensation (FAC). FAC for employees represented by the Association shall be the annual average of the aggregate amount of compensation paid a Member during the three (3) consecutive years of credited service contained within the ten (10) years preceding termination of County employment in which the aggregate amount of compensation paid a Member during the three (3) consecutive years of credited service contained within the ten (10) years preceding termination of County employment in which the aggregate amount of compensation paid was greatest. Employees represented by the Association may take normal retirement at:

- a. Age fifty-five (55) or thereafter with ten (10) years of credited service, or
- b. Age sixty (60) with eight (8) years of service, or
- c. Any age with twenty-five (25) years or more of service.

There shall be no actuarial reduction for retirement at age fifty-five (55) with ten (10) years of service, and a member of the Deputies Association may retire with an unreduced pension at age fifty-five (55) with ten (10) years of service, age sixty (60) with eight (8) years of service, or at any age with twenty-five (25) years of service.

The County will make contributions to the Retirement System in the amounts recommended by the actuarial study approved by the Jackson County Employees' Retirement System Board of Trustees. Employees shall not be required to make contributions to the Retirement System, except employees shall pay the cost in excess of 1.77% of compensation to allow employees to retire at any age with twenty-five (25) years or more of service. Employee contributions to the Retirement System will be made through payroll deduction.

Section 2. By December 31, 1995, for current employees or within twelve (12) months after an employee is hired, the employee will be eligible to buy up to four (4) years of military and/or municipal police or fire service.

Once an employee elects to buy military and/or municipal police or fire service, he/she shall have the option of paying for that service with equal payments over a period of time not to exceed thirty-six (36) months.

- a. The individual specifically requests credit for such military and/or municipal police/fire service and pays to the Retirement System an amount equal to 2.5% of his/her full-time or equated full-time annual compensation for the year in which such payment is made to the System, multiplied by the number of years and fraction of a year of Credited Service for which each Member elects to receive credit up to the allowable minimum of one (1) and maximum of four (4) years but not in excess of enabling an active employee to have twenty-five (25) years of service;
- b. In no case shall less than (1) or more than four (4) years of Credited Service be credited on account of all military and/or municipal police/fire service. Service shall not be credited until the Member has ten (10) years of Credited Service in force. Only completed years and months of military and/or municipal police/fire service shall be credited under this Section.
- c. Service shall not be credited if the Service is or would be credited under any other federal, state, or local publicly supported retirement system.

ARTICLE 27 HUMANITARIAN CLAUSE

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, the County will make every effort to place the employee in a bargaining unit position he/she is physically and mentally able to perform.

ARTICLE 28 VEHICLES, SAFETY, AND PATROLS

Section 1. The County shall purchase vehicles for the purpose of patrol related to the safety of the Officers in the performance of their duties.

Section 2. Safety. The vehicle shall be maintained at a high standard of repair.

Section 3. One-Person Patrol Units. One-person patrol units will not be scheduled on duty after 11:00 p.m. unless absenteeism, vacations or unexpected occurrences require the assignment of one person to a car.

One-person cars may be assigned after 11:00 p.m. on a voluntary basis for special overtime such as OUIL enforcement, etc.

**ARTICLE 29
BULLETIN BOARDS**

Section 1. Location and Postings. There will be a bulletin board available in each building where employees report, portions of which shall be made available to the Association for their announcements. No postings shall be made on such boards until first approved by the Sheriff, which approval shall not be unreasonably withheld.

**ARTICLE 30
LONGEVITY**

Section 1. Plan. A longevity compensation plan based on the total base salary of the employee is hereby established. The longevity compensation provides that the employee shall receive two percent (2%) of his/her base salary at the commencement of seven (7) years of service with the County.

An employee shall receive three percent (3%) of his/her base salary at the commencement of eleven (11) years of service with the County.

An employee shall receive four percent (4%) of his/her base salary at the commencement of fifteen (15) years of service with the County.

Longevity shall be based on the total pay of an employee. Total pay means actual hours paid from January 1 through November 30 plus projected hours for December. Necessary adjustments will be made in January.

Longevity compensation shall be paid in a lump sum the first pay period of December of each year. It will be in a separate check.

**ARTICLE 31
VALIDITY**

Section 1. In the event any sentence, clause or phrase of this Collective Bargaining Agreement shall be held for any reason to be inoperative or void or invalid, the remainder of the portions of this contract shall not be affected thereby.

**ARTICLE 32
ENTIRE AGREEMENT**

Section 1. Agreement. The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth

in this Agreement. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in the Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the contract.

ARTICLE 33 PROMOTIONAL PROCEDURES

Section 1. Definition. The purpose of a promotional system for sworn Deputies of the Jackson County Sheriff's Department is to establish a system for promotion for the position of Sergeant.

Section 2. Program. Promotion means to advance from a given rank or classification to a higher paid rank or classification. This program involves the upward movement of selected personnel from within the Department. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the promotional procedure. This rule applies to every position from Deputy and above.

Section 3. Posting. Vacancies or newly created position notices will be posted for a period of seven (7) calendar days and employees wishing to fill such positions shall apply in writing to the Sheriff during the said seven (7) day period.

Section 4. Program Weight. Scores shall be based upon the written examination, performance evaluation, and department oral board. The weight assigned shall be as follows:

- a. Written Exam: 60 points. An applicant must score in the top seventy percent (70%) of the exam group in order to take the oral board.
- b. Performance Evaluation: 40 points.
- c. Oral Board: 40 points.
- d. Seniority: Up to a maximum of ten (10) points. Seniority points are given at the rate of one (1) point per year beginning with the fifth (5th) year through the fifteenth (15th) year with a maximum of ten (10) points.
- e. Performance evaluation shall be the average score from the two (2) most current evaluations for each employee.

Section 5. Testing Cutoff. An applicant must score a minimum of seventy percent (70%) in order to take additional examinations. Scoring and notification of eligible participants shall be accomplished as soon as practicable after the testing process is completed. All employees taking the examination shall be advised of their rank order on the written examination list.

Section 6. Roster. For each rank position, a roster of selection will prevail. This means that the scores will be in consecutive order from number one down. The Sheriff will have the option of promoting from the top three (3) candidates. It is possible for one Deputy to participate in one or more promotional examinations at one concurrent time. It is also possible for a Deputy to be on one or more rosters at the same time.

A roster of selection will be valid for twelve (12) months from the date of posting of said roster. No additions will be made to said roster during that twelve (12) month period. Such roster shall expire if no promotion occurs within twelve (12) months of posting.

Section 7. Probation. Commencing with the first full pay period following promotion, the promoted employee shall receive the rate of a new rank or classification at the same step paid the employee prior to promotion. All promoted employees shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may demote the employee to his/her former rank for just cause or the employee may, or his/her own volition, request in writing to be relieved of his/her new classification or rank and be returned to his/her former classification or rank. After completion of the probationary period, an employee may be demoted for just cause.

Section 8. Notification. Examination notices for all competitive promotion classifications shall be posted on the bulletin board throughout the Department for a minimum of thirty (30) days prior to the exam date. Subjects to be covered in the written and oral examinations shall be posted thirty (30) days prior to the exam date. Employees eligible to compete shall submit their letters of intent to participate to the Sheriff no later than fifteen (15) days prior to the exam date.

Section 9. Eligibility for Sergeants.

- a. **Road Division.** A Deputy must have four (4) years of continuous experience in the Department and must have performed road patrol duty.
- b. **Correctional Division.** A Deputy or Corrections Officer must have four (4) years of continuous service in the Department and must have experience in the Correctional Division. When there is to be a promotion to Corrections Sergeant, Correctional Officers who meet eligibility requirements, shall be permitted to participate in the promotional process.
- c. **Detective Division.** A Deputy must have four (4) years of continuous experience in the Department and experience on road patrol duty.

Section 10. Written Exam. The content of any written exam will be scaled appropriate to the level of the position being considered. The Sheriff will determine the nature of appropriate testing. Personnel will be advised at least three weeks prior to the test administration as to the nature of the exam to be administered.

All written exams shall be designated and drafted by an in-house committee. The committee shall consist of the Sheriff or his representative, the Personnel Director and a representative of Jackson Community College. Final approval of the testing instrument will rest with the Sheriff. The test shall not be subject to challenge unless there is substantial evidence of gross or intentional error in the content.

Section 11. Performance Evaluations. Evaluations will be conducted annually or more if necessary. The Sheriff or the Sheriff's designee shall conduct the performance evaluation.

Section 12. Exam Procedure. Any Deputy has the right to examine the results of his/her own examination. These documents are confidential and they cannot be removed from the files, except as set forth hereafter. The contents of promotional documents will be made known only to the Sheriff and the Sheriff's designee and the Deputy and his/her designee.

Section 13. Qualifications. In the event, subject to Section 10 above, eligible employees who take the exam for a promotion do not qualify, the Employer reserves the right to decrease the eligibility from four (4) years to two (2) years. In the event those persons with two (2) years' experience are unable to be qualified, by virtue of the exam process, the Employer and the Association agree that if those events occur, then the Employer may go outside the bargaining unit to fill that promoted vacancy.

ARTICLE 34 DETECTIVE CLASSIFICATION

Section 1. Elimination of Detective Classification. All such persons holding the detective classification shall hereinafter be classified as Sergeants with their date of rank identical to that of the date of their Detective classification.

ARTICLE 35 CLOTHING ALLOWANCE

Section 1. The non-uniform personnel and the fire investigator shall be entitled to a clothing allowance each year of three hundred dollars (\$300.00) payable on December 10, with a proportionate payment to be made in the event of termination.

ARTICLE 36 CONTRACTUAL SERVICES

Section 1. One-Deputy Patrol Units. One-Deputy Patrol Units may be scheduled between 11:00 p.m. and 7:00 a.m. in those villages, townships, governmental units in which a contract for police services exists provided that there is a regularly scheduled police unit in a contiguous township/village after 11:00 p.m.

Section 2. Assignment. Assignment of Sergeants to such contract details shall be made by the Sheriff and may be excluded from the normal scheduling process.

Detectives may be excluded from the normal scheduling process during the first six (6) months of said contract detail. After that period, Deputies shall be eligible for normal shift scheduling as set forth in Article 10, Section 4.

In any contract detail that provides for less than full coverage (seven (7) day - twenty-four (24) hours), the Sheriff may assign and exclude such details from the normal scheduling process.

Section 3. Seniority. Seniority shall apply within those contract assignments for purposes of work schedules, vacations, etc.

ARTICLE 37 PART-TIME EMPLOYEES

Section 1. Definition. A part-time employee is one who may be scheduled to work not more than one thousand five hundred sixty (1,560) hours in a fifty-two (52) week period. All hours paid are considered hours worked.

Section 2. Probationary Period. Probationary period shall be based on hours worked. A part-time employee who is ungraded to a full-time position shall serve a probationary period as a new hire as outlined in Article 10, Section 2, of this Agreement.

Section 3. Step Increases, Seniority, Other Benefits. Step increases, seniority and other benefits as enumerated will accrue/be prorated on the basis of hours worked with two thousand eighty (2,080) hours used to constitute one (1) year.

Section 4. Fringe Benefits. Part-time employees shall be entitled to fringe benefits as enumerated. These benefits are sick leave, personal leave, holiday leave, annual leave and funeral leave. Such leave shall be prorated based on hours worked. Such employees shall not be entitled to health or life insurance or dental/optical benefits.

Section 5. Association Dues. Part-time employees shall pay Association dues.

Section 6. Retirement System. Part-time employees shall contribute to the retirement system.

Section 7. Promotional Process. Part-time employees may not participate in the promotional process.

Section 8. Displacement of Full-Time Positions. Part-time employees shall not be used to displace full-time positions in the bargaining unit.

Section 9. Displacement in Event of Layoff. Part-time employees may not displace any full-time, seasonal, or marine deputies or employee in the event of layoff.

Section 10. Cross-Bumping in Event of Layoff. For purposes of layoff, cross-bumping between seasonal (marine) and part-time employees shall not be permitted.

Section 11. Full-Time Openings. The Sheriff reserves the right to transfer full-time employees to full-time openings prior to consideration to part-time employees. In the event that full-time employees are not transferred or assume the full-time vacancy, qualified part-time employees shall be given priority before new hires, subject to the remainder of this Article.

Section 12. Casual Employees. A casual employee is one who is called to work as needed. However, such employee shall not work more than three hundred ninety (390) hours in a fifty-two (52) week period. Such employees shall have no seniority status and have no rights under the provisions of this Agreement. There shall be no more than two (2) casual employees at any one time performing bargaining unit work.

ARTICLE 38 RESIDENCY POLICY

Effective January 1, 1987, all persons hired will be required to become and remain residents of Jackson County within six (6) months from the first day of employment.

In the event of extenuating circumstances, the situation will be reviewed by the Personnel and Finance Committee.

This provision shall become null and void if the County should adopt a general policy on non-residency.

ARTICLE 39 CORPORAL

Section 1. Corporal Classification.

- a. The classification of Corporal shall be established within the Correctional Division of the Sheriff's Department.
- b. **Promotional Criteria.** Any Corrections Officer having at least three (3) years of continuous service within the Correctional Division is eligible for promotion to Corporal. The promotional process shall be as set forth in Article 33 of this Agreement.
- c. **Rate of Pay.** The rate of pay for the Corporal classification shall be as set forth in the attached Schedules.


**ARTICLE 40
DURATION**

This Agreement shall become effective as of the 1st day of January, 1996. It shall remain in full force and effect until December 31, 1998, provided, however, the agreement shall be automatically extended on a day-to-day basis while the parties engage in negotiations for a successor agreement subject to the right of either party to terminate the agreement during the period of negotiations by giving a 15-day notice of termination. Notices shall be given in writing and shall be sent to the Association addressed to their chairperson of the bargaining committee at such place as he/she shall designate. Notice to the County is sufficient if given to the County Human Resources Director at the Jackson County Building, Jackson, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 18th day of December, 1996.

JACKSON COUNTY DEPUTY SHERIFFS'
ASSOCIATION









JACKSON COUNTY



SHERIFF:



Henry C. Zavislak

**JACKSON COUNTY DEPUTIES ASSOCIATION
SALARY SCHEDULE**

**SCHEDULE A
January 1, 1996***

	Start Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Deputy	12.63 26,270.40	14.15 29,432	14.62 30,409.60	15.34 31,907.20	16.51 34,340.80	17.85 37,128
Sergeant	14.80 30,784	15.67 32,593.60	--	17.34 36,067.20	18.20 37,856	19.41 40,372.80
Animal Control Officer	10.84 22,547.20	11.78 24,502.40	12.65 26,312	13.30 27,664	13.81 28,724.80	14.82 30,825.60
Corrections Officer	12.32 25,625.60	13.80 28,704	14.26 29,660.80	14.97 31,137.60	16.11 33,508.80	17.40 36,192
Corporal Corrections					16.61 34,540.04	17.90 37,226.36

* Wage increases are only retroactive for employees employed on the date of ratification by the parties and for persons who retire from January 1, 1996 to the date of ratification.

**SCHEDULE B
January 1, 1997**

	Start Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Deputy	12.95 26,936	14.50 30,160	14.99 31,179.20	15.72 32,697.60	16.92 35,193.60	18.30 38,064
Sergeant	15.17 31,553.60	16.06 33,404.80	--	17.77 36,961.60	18.66 38,812.80	19.90 41,392
Animal Control Officer	11.11 23,108.80	12.07 25,105.60	12.97 26,977.60	13.63 28,350.40	14.16 29,452.80	15.19 31,595.20
Corrections Officer	12.63 26,270.40	14.15 29,432	14.62 30,409.60	15.34 31,907.20	16.51 34,340.80	17.84 37,107.20
Corporal Corrections					17.02 35,403.54	18.34 38,157.02

SCHEDULE C
January 1, 1998

	Start Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Deputy	13.27 27,601.60	14.86 30,908.80	15.36 31,948.80	16.11 33,508.80	17.34 36,067.20	18.76 39,020.80
Sergeant	15.55 32,344	16.46 34,236.80	--	18.21 37,876.80	19.13 39,790.40	20.40 42,432
Animal Control Officer	11.39 23,691.20	12.37 25,729.60	13.29 27,643.20	13.97 29,057.60	14.51 30,180.80	15.57 32,385.60
Corrections Officer	12.95 26,936	14.50 30,160	14.99 31,179.20	15.72 32,697.60	16.92 35,193.60	18.29 38,043.20
Corporal Corrections					17.45 36,288.63	18.80 39,110.95

JACKSON COUNTY DEPUTIES ASSOCIATION
and JACKSON COUNTY and JACKSON COUNTY SHERIFF

Letter of Understanding

Tuition Reimbursement

Bargaining unit employees shall be eligible to participate in the County-wide tuition reimbursement program on the same terms as non-union County employees. Conditions of participation and eligibility requirements are available from the Human Resources Department. The terms and conditions of the policy may be changed by the Employer in its discretion.

For the Employer:

Ruth Tomner 12/19/96
Date

For the Association:

J. Schmitt 12/16/96
Date