

6-30-75

LABOR AND INDUSTRIAL
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ARTICLES

COMMENTS

ARTICLE I - RECOGNITION AND POLICIES

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

Section 2: Check-Off - The parties agree that all employees who come within the provisions of this agreement will be required to sign a card, as provided by the Association, authorizing a deduction from the employee's wages of all Association dues, initiation fees and special assessments as may be established by the Association and become due to it during the life of this agreement. The Board agrees to comply with such written authority, to withhold said sums from said paychecks and to transmit said sums to the Association's treasurer.

Section 3: An employee as contemplated in this contract is defined as: An employee shall be an employee under this contract if such person is legally a member of the bargaining unit and possesses a valid deputy sheriff commission signed by the Sheriff of Calhoun County. A civilian employee of the Sheriff will not have to meet the requirement of possessing a valid deputy sheriff commission.

Section 4: The Board agrees that during the term of this agreement, it shall be a condition precedent for receiving a paycheck for any of the services in any of the job classifications set forth in Appendix A attached hereto, from the County of Calhoun for any employment services designated therein rendered, that all present and future employees in said categories (after 30 days from the date of hire) shall either become members of the Association, or pay the equivalent of Association dues as a service charge for his representation by the Association. Such employees who do not join the Association shall pay the service charge by means of the check-off as hereinabove provided. In the event any employee subject hereto fails to execute a check-off authorization within thirty (30) days after hire or within thirty (30) days from and after the effective date of this agreement, whichever is later, the Association shall thereafter certify to the Calhoun County Controller those employees who have failed to execute the said check-off authorization, and upon receipt of said certifications, the Controller of Calhoun County shall no longer pay those persons certified as having failed to execute the check-off authorization.

Calhoun County Bd. of Commissioners

Board of Commissioners
Calhoun County

ARTICLE II — SALARIES

Section 1: Effective as of January 1, 1974, and for the life of this agreement, the salary schedule and job classifications set forth in Appendix A attached hereto and by this reference made a part hereof, shall remain in full force and effect except as hereinafter set forth.

- (a) All wage level increments shall be automatic and based on years of continuous service with the Calhoun County Sheriff's Department, from and after the employee's date of hire (anniversary date).
- (b) The salary schedule marked Appendix A and attached hereto is based on a forty-hour work week and any time worked over eight (8) hours in any one day or forty (40) hours in any one week will be paid as follows:
 - (1) Over forty (40) hours in one week or eight (8) hours in one day, the rate is one and one-half times the hourly rate for the individual.
 - (2) If the shift structure changes by the order of the Sheriff so that employees under this contract regularly work more than eight (8) hours in one day, such as a four (4) day-ten (10) hour shift, then this agreement may be re-opened as to the overtime provisions for those hours worked in excess of eight (8) hours in one day by either party hereto.
 - (3) Overtime for the employees hereunder shall be paid either in compensatory time off or monetarily, at the choice of the employee. For every hour worked overtime, an employee will be entitled to one and one-half hours compensatory time or one and one-half times the hourly rate, except that overtime performance of clerical duties shall be paid in compensatory time in lieu of monetary payment.
 - (4) Compensatory time off may be used for any purpose by an employee with the approval of the Sheriff as to the scheduling for said time off.
 - (5) A minimum "call-in" time is hereby established for employees hereunder which shall be at least two (2) hours.
- (c) Nothing contained in this contract shall in any way limit the Calhoun County Sheriff from hiring persons at a step other than 01 with the Board's permission.
- (d) The Board and the Association will negotiate pay rates for any new job position not listed in Appendix A and created in the department below the rank of under-sheriff at the time said job is created and prior to its being filled.
- (e) **Computation.** The annual salary is determined by multiplying the hourly rate by 2,080. Maximum part-time salary rates shall be determined by dividing the 01 rate of the appropriate classification by 2,080. Hourly rate is the rate obtained by adding the base salary hourly rate and the cost of living allowance applicable.
- (f) The attached Schedule E shall be the basis for determining the cost of living allowance.

ARTICLE III — GRIEVANCE PROCEDURE

Section 1: For the purpose of this agreement, the term "grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this agreement.

Section 2: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within seventy-two (72) hours after the occurrence of the event upon which the grievance is based. The employee may request the supervisor to permit his Association representative to be present when he submits his complaint orally to the supervisor. His supervisor shall give the aggrieved employee an oral answer to his complaint within seventy-two (72) hours after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled at this point, it shall become a grievance and the following procedure shall become effective:

Section 3: FIRST STEP. To be processed hereunder, a grievance must be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and/or his Association representative and be presented to the Captain within seven (7) calendar days after the occurrence of the event upon which it is based. The Captain shall give a written answer to the aggrieved employee and/or his Association representative within seventy-two (72) hours after receipt of the written grievance. If the answer is mutually satisfactory, the employee and/or his Association representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Captain.

Section 4: SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Sheriff, the grievant shall notify the executive board of the Association within seventy-two (72) hours after receipt of the written First Step answer of a desire to appeal the grievance to the Sheriff. At such written request, the executive board of the Association shall, within five (5) calendar days, determine whether such grievance shall be processed further, and if the executive board determines that said grievance shall be processed further, it shall, within seven (7) calendar days, submit the matter to the Sheriff who shall arbitrate the matter and decide how said grievance shall be settled. His decision shall be final, it being the intent of the parties hereto that the Sheriff shall act as final arbitrator of only those matters within his powers as a Constitutional and elected County officer.

Section 5: In the event that the grievance and adjustment thereby is unsatisfactory, as determined by the immediate supervisor or Sheriff, and is not a matter solely within the powers of the Sheriff to decide, as aforesaid, then the grievance may be presented to the Departmental Employee Relations Committee of the Board of Commissioners. A representative of the Association shall be given the opportunity to be present and aid the employee in the presentation of his grievance.

Section 6: If the grievance of the employee is not resolved by the Departmental Employee Relations Committee, such grievance shall, upon request of either the Board or the employee or the Association, be referred to arbitration. Party requesting arbitration shall so notify the other party in writing. In case an arbitrator is not agreed upon within seven (7) days after notification, the arbitrator shall be selected through the State Labor Mediation Board.

Section 7: Time limits, at any step of the grievance procedure, may be extended only by mutual agreement between the Association, the Sheriff and the Departmental Employee Relations Committee Chairman. In the event the grievant and/or the Association does not appeal a grievance from one step to another within the time limit provided, the grievance will be considered as being settled on the basis of the last answer.

Section 8: The grievance procedure hereinabove recited will be in force and effect until a new grievance procedure has been agreed upon by the parties hereto, which will be part of a supplemental agreement to be entered into after the first of the year.

ARTICLE IV — CLEANING AND CLOTHING ALLOWANCE

Section 1: Each employee hereunder will be given uniforms, clothing and equipment as specified by the Sheriff and approved by the Board, but that the regular deputies will be issued a minimum of clothing and equipment as listed in Appendices B, C and D and attached hereto. The Board shall maintain the clothing and equipment as provided. Upon termination of employment, it is the responsibility of the employee to return such clothing and equipment to the County. If not returned, the cost of the unreturned clothing and equipment will be deducted from the employee's final paycheck and/or other termination remuneration.

Section 2: The Board shall also arrange for suitable cleaning of in-line-of-duty uniforms at County expense for all employees hereunder except as below.

Section 3: Board agrees to pay for the detective, or detectives, for clothing and cleaning of clothing, as follows:

January 5th — \$125.00
June 1st — \$100.00

Section 4: Plain-clothed deputies, as appointed by the Sheriff and approved by the Board, shall receive a clothing maintenance allowance payable as follows:

January 5th — \$100.00
June 1st — \$100.00

The foregoing allowance is in lieu of any benefits provided in Section 2 hereof.

**ARTICLE V — FRINGE BENEFITS OTHER THAN
PROVIDED PURSUANT TO THE GENERAL
COUNTY RULES AND REGULATIONS AND
EMPLOYEE POLICIES**

Section 1: Only those employees working full-time, or at least a forty (40) hour regularly scheduled work week, shall be entitled to fringe benefits herein provided. Fringe benefits means, for this purpose, overtime provisions, health insurance, sick leave, clothing allowance and vacation.

Section 2: The basis for fringe benefits will be as provided under the Calhoun County Personnel Rules and Regulations in effect at the date of this contract or as they are changed during the life of this contract, except for the following and wherever else modified in this agreement.

Section 3: Sick Leave.

- (a) Sick leave may be accumulated up to and including twenty-four (24) days. All employees will be reimbursed for sick leave in excess of 24 days at his salary rate in effect at the time of reimbursement. Said reimbursement shall be made on the employee's anniversary date of hire.
- (b) Upon retirement, resignation or death of an employee covered hereunder, said employee, spouse or that person designated as beneficiary under his County life insurance, shall receive in cash an amount equal to his accumulated sick days, in addition to and exclusive of all other benefits. Said reimbursement to be at employee's rate of pay then in effect.

Section 4: Job-Related Injuries. If an employee is injured or becomes sick due to job-related causes whereby he will be unable to work and he is entitled to collect workmen's compensation, the Board will pay the difference between his workmen's compensation rate and his average weekly rate so that the employee will continue to draw his regular salary rate. There is no necessity for the employee to use accumulated sick time prior to this section becoming effective.

Section 5: Vacation. The following schedule will be vacation schedule:

A

After one (1) year of continuous service — ten (10) working days.

After five (5) years of continuous service — fifteen (15) working days.

After ten (10) years of continuous service — twenty (20) working days.

B

Employees hereunder have the option of not taking earned vacation time off subject to the approval of the Sheriff. Should an em-

ployee elect not to take the time off he has earned, he shall be paid at the straight hourly rate for unused vacation leave on his anniversary date of hire.

Section 6: Meals. The deputies, sergeants, matrons, captains and cooks may eat meals free at the County Jail, as provided for inmates, at the discretion of the Sheriff.

Section 7. The Board will pay premiums to the National Sheriffs Association Professional Liability Insurance for each employee provided that the employee pays the dues required by the National Sheriffs Association. Employees may elect to have said dues deducted by the Board from their paychecks as an additional check-off item under Article I, Section 2.

Section 8: Health Insurance. The Board agrees to provide for each employee covered hereunder Blue Cross-Blue Shield health insurance Plan MVF1, or a comparable benefit insurance plan, at no cost for employee and his family.

Section 9: On the following anniversary dates of hire each employee shall be paid a longevity bonus as follows:

6, 7, 8 and 9 years	-----	2%	of annual salary
10, 11, 12, 13 and 14 years		3%	of annual salary
15, 16, 17, 18 and 19 years		5%	of annual salary
20th and subsequent years		8%	of annual salary

ARTICLE VI — GENERAL

Section 1: All employees within the bargaining unit shall be covered by Ten Thousand (\$10,000.00) Dollars of double-indemnity life insurance whose death benefits are exclusive of any workmen's compensation coverage. The Board agrees to pay all premiums for said insurance coverage.

Section 2: Holidays. Holiday time is earned at the rate of eight (8) hours per month. On the first pay period in December, employees hereunder will be paid for an extra twelve (12) days of regular pay in lieu of holiday leave at the individual employee's pay rate on the pay period on which said payment is due. Should an employee wish to waive monetary compensation in favor of compensatory time off, he may do so with the approval of the Sheriff.

Section 3: The parties hereto agree that in all future references and in all references herein under the so-called "merit step system" is abolished and replaced with a level of pay system, as hereinafter set forth.

- (1) Level 01 shall be the hire-in rate of pay.
- (2) Level 02 shall be the rate of pay after six (6) months of continuous service.
- (3) Level 03 shall be the rate of pay after one (1) year of continuous service.
- (4) Level 04 shall be the rate of pay after two (2) years of continuous service.
- (5) Level 05 shall be the rate of pay after three (3) years of continuous service.
- (6) Level 06 shall be the rate of pay after four (4) years of continuous service and is the top rate of pay.

Section 4: Computation. Sick leave, years of continuous service and vacation leave shall be computed on the basis of the employee's date of hire (anniversary date) and not from any arbitrary point of time.

Section 5: The Board agrees that remuneration for regular pay salary, cost of living allowance and overtime shall be paid as in the past—on a bi-weekly basis in a common check. The Board further agrees that remuneration for sick leave,

annual longevity, holiday pay, compensatory time and any other payable benefits other than cost of living allowance, overtime and regular pay shall be paid by separate checks at the time specified in the contract.

Section 6: The Board agrees to maintain the present staffing of the Sheriff Department as approved by the Board at its October, 1973, annual session with the following exceptions:

1. If otherwise requested by the Sheriff and agreed upon by the Board and the Association.
2. If the load of the Department changes significantly, then the complement of the Sheriff's Department shall be subject to negotiation between Board, Sheriff and Association.
3. If other high priority county offices and agencies are uniformly reduced in budget.

Section 7: Severability. The parties hereto agree that should any part or section of this contract be held illegal by any court or agency of competent jurisdiction, such finding shall not affect the remainder of this agreement, which shall remain in full force and effect.

ARTICLE VII — DURATION

Section 1: This agreement shall become effective as of the 1st day of January, 1974, and the terms and provisions hereof shall remain in full force and effect through the 30th day of June, 1975, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this agreement, or at least sixty (60) calendar days prior to the expiration of any subsequent renewal period of its intention to amend, modify or terminate this agreement, except as herein set forth to the contrary as to particular sections.

Section 2: It is further agreed between the parties hereto that a supplemental agreement may be reached during the life of this agreement in regard to a new retirement program and a revised grievance procedure and the contract may be reopened for those two reasons only during the life thereof.

APPENDIX A

Section 1: Effective January 1, 1974, and extending through the calendar year 1974, until the date of expiration, the following salary schedule shall be implemented for the respective classifications.

CLASSIFICATION	01	02	03	04	05	06
Deputy Sheriff/ Security Officer/ Administrative Deputy	\$ 9,015	\$ 9,238	\$ 9,572	\$10,128	\$10,685	\$11,241
Sergeant/Detective	10,017	10,240	10,574	11,130	11,687	12,243
Captain	11,464	11,687	12,020	12,577	13,133	13,690
Dispatcher (Civilian)	7,000	7,175	7,350	7,718	8,104	8,509
Animal Control Officer	8,480	8,692	9,010	9,540	10,070	10,600
Matron/Clerk/Cook	6,400	6,560	6,720	7,056	7,409	7,780
Secretary	6,678	6,878	7,023	7,379	8,134	8,455

Section 2: The annual base salary for Matron Jean Tenny shall be \$8,243 which reflects a 6% increase.

APPENDIX B

CLOTHING ALLOWANCE

- 3 pairs of pants
- 3 long sleeve shirts
- 3 short sleeve shirts
- 2 hats
- 1 shirt badge
- 1 coat badge
- 1 hat badge
- 3 neckties
- 1 service jacket (heavy)
- 1 service jacket (lightweight)
- 1 revolver, Colt or Smith & Wesson .357 Caliber
- 1 pair of hand cuffs
- 1 set of leather which will include a Sam Browne belt, hand cuffs case, holster, shell case, mace and case
- 1 off-duty revolver
- 2 pair shoes
- 1 uniform tie clip
- 1 traffic whistle and chain
- 1 uniform raincoat and hat cover

The uniform to comply with the uniform as prescribed by the Michigan Sheriff's Association Standards adopted in 1956.

APPENDIX C

CLOTHING ALLOWANCE

Security Personnel

- 1 pair of pants
- 1 long sleeve shirt
- 1 short sleeve shirt
- 2 hats—one winter, one summer
- 1 shirt badge
- 1 coat badge
- 1 hat badge
- 1 necktie
- 1 service jacket—winter
- 1 service jacket—summer
- 1 dress blouse
- 2 pairs of shoes
- 1 uniform tie clip
- 1 traffic whistle and chain
- 1 uniform raincoat and hat cover
- 1 name plate
- 4 sets, khaki, tan, wash and wear uniforms, shirts to be short sleeves

The uniform to comply with the uniform as prescribed by the Michigan Sheriff's Association Standards adopted in 1956, and as prescribed by the Sheriff.

APPENDIX D

CLOTHING ALLOWANCE

Dispatchers

- 4 sets, khaki, tan, wash and wear uniforms, shirts to be short sleeve
- 1 jacket—winter
- 1 jacket—summer

Matrons and Clerks

- 3 uniform skirt and blouse of wash and wear material as prescribed by Sheriff.

Marine Division

Full time

Same as road patrol

- 4 sets, khaki, tan, wash and wear uniforms, shirts to be short sleeve

Part time

- 2 sets, khaki, tan, wash and wear uniforms, shirts to be short sleeve
- 1 jacket—summer
- 1 jacket—winter

Animal Control

Same as road patrol

APPENDIX E

During the term of this agreement a cost of living wage adjustment plan will be in effect which will provide an adjustment of wages upward over and above the standard wage rate schedule. These adjustments will at all times be based on the Official U. S. Department of Labor Consumers Price Index (all items) for the Detroit area.

The base rate shall be that rate in effect indicated by the B.L.S. Consumers Price Index For Urban Wage Earners and Clerical Workers — all items, on January 1, 1974. This will be the zero cost of living index and in no event will the wage scale go below this rate.

The amount of cost of living allowance which shall be in effect for each quarterly period will be determined according to a table based on 1c per hour for each 0.40 point increase in the Index.

The B.L.S. Consumers Price Index reflecting the final report of prices as of March 15, June 15, September 15, and December 15, will be used for the purpose of making adjustments under this formula. The revised new series Index (base 1967-100) will be used for the purpose of making adjustments under this Section.

The cost of living adjustment will be made quarterly on April 1, July 1, October 1, and January 1.

MEMORANDUM OF EXPLANATION

Reference: Deputy Sheriff Agreement

It is the intent of the Parties that pursuant to the cost-of-living section of the Deputy Sheriff Contract, the cost-of-living allowance to be effective April 1, 1974 based on the March 15, 1974 BLS statistics shall be in effect during the months of April, May and June, 1974; that the cost-of-living allowance to be effective July 1, 1974 will be in effect for the months of July, August and September, 1974; that the cost-of-living allowance to become effective October 1, 1974 shall be in effect for the months of October, November and December, 1974; that the cost-of-living allowance to be effective January 1, 1975 shall be in effect for the months of January, February and March 1975; and that the cost-of-living allowance to be effective April 1, 1975 shall be in effect for the months of April, May and June, 1975.

s/Jeffery Albaugh, Chairman
County of Calhoun

s/James J. Doty
Deputy Sheriff Association

February 11, 1974