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Jackson County

COLLECTIVE BARGAINING AGREEMENT

Between

THE COUNTY OF JACKSON

THE COMMISSIONS, BOARDS AND AUTHORITIES OF THE COUNTY OF JACKSON

and

THE JACKSON COUNTY DEPUTY SHERIFF'S ASSOCIATION

Dated: January 1, 1971

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JACKSON COUNTY - JACKSON COUNTY DEPUTY SHERIFF'S ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of January, 1971 by and between the County of Jackson including its Commissions, Boards and Authorities, of the County of Jackson, State of Michigan (herein referred to as the "County") whose employees are recognized hereunder and the Jackson County Deputy Sheriff's Association (herein referred to as the "Association").

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the County and the Employees covered hereby, to insure 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 Labor Relations Committee of the Jackson County Board of Supervisors and the Jackson County Deputy Sheriff's Association.

ARTICLE I - RECOGNITION

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 term of this Agreement, of all employees of the Employer subject to the Sheriff's direction and control including the Deputy Sheriffs, Sergeants, Detectives, Matron, Radio Operator, and the Deputies assigned to the Animal Shelter, and excluding the Undersheriff, Captain and Supervisors as defined in said Act, and also excluding the following:

- (a) All registered nurses and licensed practical nurses, who are regular, full-time or part-time employees of the County of Jackson.
- (b) All nonprofessional employees, ward clerks, kitchen, laundry seamstress, housekeepers, nurses aides, cooks, janitors, orderlies, physical therapists, occupational therapists, assistant housekeeper, and assistant laundry supervisors employed at the Northlawn Hospital facility.
- (c) The employees of the Jackson Medical Care Facility represented by AFSCME including Ward Clerks,
- (d) All other regular full-time and part-time employees of the County of Jackson including professional employees, cooks, maintenance and clerical employees.
- (e) Department heads and supervisory employees as defined in the Act.
- (f) Those excluded by the statutory provision of the Act or employees of the Courts.

ARTICLE II - UNION SECURITY, REPRESENTATION - DUES AND FEES

Section 1. Association Membership. Employees covered by this Agreement at the time it became effective and who are members of the Association shall remain members for the duration of this Agreement, or in lieu thereof, shall pay to the Association dues and fees as assessed against their members as a condition of continued employment. Employees not members on the effective date of this Agreement shall either become members on the first day following the employee's 31st workday after they become employees, and shall remain members for the duration of this Agreement or in lieu thereof, shall pay the dues and fees required of members of the Association as a condition of continued employment. Employees hired after the effective date of this Agreement shall become members of the Association the first day following the 31st day of work after their initial employment and shall remain members for the duration of this Agreement or in lieu thereof, shall pay the dues and fees as required of members following such date as a condition of continued employment.

Section 2. The Association will accept into membership all employees covered by this Agreement. Persons losing their membership in the Association solely by reason of not paying their initiation fee and/or monthly dues shall not be retained in the employ of the County in accordance with this

contract. In the event an Employee does not become a member of the Association within such period, or fails to maintain his membership solely because of failure to tender dues and fees as required as a condition of acquiring or retaining membership in the Association, the County, upon notice from the Association, shall terminate the employment of such Employee if said default is not cured within thirty (30) days after such notice. This provision with respect to Association membership shall in no way affect the County's right with respect to exercise of the provisions of this contract as they relate to the retention or termination of probationary employees. If Employees do not elect to become members of the Association, they shall pay the dues and fees as required by the Association of the membership. The Controller's Office will furnish to the Association a list of all the new hires at the end of each pay period and the Application for Employment will contain a provision concerning the election to participate in the insurance program.

Section 3. The County shall deduct Association proportionate annual dues from the wages of Employees covered by this Agreement from each pay. Dues uniformly required as a condition of membership in the Association shall be deducted only in such cases as the Employee files with the County proper written authorization to do so. Such dues as and when deducted shall be kept separate from the County's General Fund and shall be decreed trust funds and shall be forwarded to the Association forthwith. Check-off deductions under properly executed authorizations or check-off of dues and initiation fees shall become effective thirty-one (31) days after the date of employment and shall be deducted from the first pay of the Employee after the thirty-one (31) day period and from each pay period thereafter. Deductions for any calendar month shall be remitted to the designated financial officer of the Association.

Section 4. The Employees shall be represented by a Bargaining Committee of three (3) employees, which Committee shall be selected in a manner determined by the Employees and the Association. 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 purposes of investigating and adjusting any complaints therein by arranging with the County to visit such premises during regular working hours, but on none of such visits shall the Association Committee members interfere with maintenance of discipline or 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 Association shall be permitted the use of the Sheriff's garage or the meeting place on the second floor of the County Jail for Association meetings with proper notice to and permission of the Sheriff.

ARTICLE III - COUNTY RESPONSIBILITY

The management of the business of the County is vested exclusively in the County and the County reserves to it all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the County 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, lay off 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 this Agreement; to decide on the functions to be performed and what work is to be performed by County or outside agencies, to sub-contract, if necessary, or to establish standards of quality, all of which shall be subject to the applicable express provisions of this Agreement. The above rights are not all inclusive 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.

ARTICLE IV - GRIEVANCE PROCEDURE

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 and the County 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.

Step 1. An Employee having a grievance shall present it orally to his immediate supervisor within five (5) working days from the knowledge of its occurrence. If it is not settled orally, the Committeeman shall reduce it to writing, stating the grievance and the remedy desired. Both the aggrieved Employee and the Committeeman shall sign the grievance and it shall be submitted by the Committeeman to the Employee's immediate supervisor within five (5) working days from the date of the oral presentation. The immediate supervisor shall answer the grievance in writing within two (2) working days.

Step 2. If the immediate supervisor's answer is not satisfactory, the grievance may be referred by the Committeeman to the Bargaining Committee of the Association who may then submit the grievance to the Sheriff within ten (10) calendar days in writing (by ten days is meant ten days from the receipt of the answer from the immediate supervisor). The Sheriff shall answer the grievance within five (5) working days following its presentation to him by the Committeeman. Representatives of the Association or agents of the Employer may have the privilege of assisting at this stage of the grievance procedure or any succeeding stages.

Step 3. If the Sheriff's answer is not satisfactory to the Bargaining Committee of the Association, it may submit the appeal on an agenda to the Labor Relations Committee of the Jackson County Board of Supervisors. A meeting between at least two (2) representatives of the Committee of the Association and at least two (2) representatives of the Labor Relations Committee will be arranged to discuss the

grievance or grievances appearing on the agenda within ten (10) calendar days from the date the agenda is received by the Labor Relations Committee. A mutual decision in writing shall be given within ten (10) days or the Labor Relations Committee shall give its own written decision within such period.

(a) In the event of discharge or other disciplinary action, the grievance shall commence at Step 2 and be submitted directly to the Sheriff.

Step 4. In the event the parties are unable to settle the matter at Step 3 and the Association or the County wishes to carry the matter further, the parties agree to submit to arbitration under the provisions of the Michigan Statute, Act #312 of the Public Acts of 1969 for arbitration. The arbitrator shall be selected by the parties by mutual agreement. In the event they cannot agree upon an arbitrator within seven days, they shall request the American Arbitration Association to submit at least two lists consecutively containing five suggested arbitrators, and if they cannot agree upon an arbitrator from the first list, they shall choose an arbitrator from the second list by using the method of striking and the first choice to strike an arbitrator will be determined by coin; this shall be in lieu of the provisions of Section 5 of the above Act. 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 discretion for that of any of the parties hereto.

(a) The request for arbitration shall be made within thirty (30) days from the time the matter was considered at Step 3.

(b) The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the County and the Association. It may be enforced by a Circuit Court of competent jurisdiction. The fees and the expenses of the Arbitrator will be paid by the parties equally. There shall be no appeal from any arbitrator's decision.

Section 1. 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. Any grievance not initiated or appealed within the time limits outlined within the Grievance and Arbitration Pro-

cedure shall be considered settled on the basis of the last answer and not subject to further review. The grievances may be withdrawn at any stage of the proceedings by mutual consent of the parties.

Section 2. The County, through the Sheriff, shall promptly notify a member of the Committee assigned to review and process all grievances in his department by a writing concerning any discharge or substantial discipline. The discharged or disciplined employee will be allowed to discuss this action with a Committeeman of his department before being required to leave. The immediate supervisor shall discuss the discharge or discipline with the Employee and the Committeeman upon their request.

ARTICLE V - STRIKES, LOCKOUTS , RULES AND REGULATIONS

Section 1. 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 Employee or Employees take part in a strike, intentional slowdown of services, picketing, boycott, work stoppage or any other interference with the County's services.

Section 2. The Association agrees that as 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. During the life of this Agreement, the County agrees it will not cause or sanction a lockout.

Section 4. The County may establish rules and regulations concerning Employee conduct and standards, copies of such rules and regulations will 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 VI - SENIORITY

Section 1. The County agrees to recognize and abide by the principle of seniority in the event of layoffs, recall, filling of vacancies, shift preferences and vacations. Seniority will be the determining factor if other things such as qualifications and ability to perform the job are equal.

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.

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 title 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 his department up to date at all times, and will provide the Association with an up-to-date copy at least by the 15th day of January and July of each year.

Section 4. Loss of Seniority. An Employee will lose his seniority for the following reasons:

1. He resigns. (When an Employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the Employee at least two weeks prior to his proposed termination date. The Sheriff shall not terminate such Employee except for other cause prior to the end of the two-week period.)

2. He is discharged for cause.

3. He is absent for three (3) consecutive working days without notifying the County.

After such absence, the County will send written notification to the Employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

4. If he does not return to work when recalled from layoff as set forth in the recall procedure.

5. Return from sick leave and leaves of absence will be treated the same as Number 3 above.

Section 5. In the event it becomes necessary to lay off employees, probationary employees will be laid off first. Thereafter, seniority employees will be laid off according to their classification

and seniority. Where an employee with more seniority has held a grade or classification of an employee with less seniority, such older employee shall be entitled to remain at work though he or she may be transferred to work in a lesser grade. Temporary layoffs will not involve the exercise of seniority in such case until the period of layoff exceeds five (5) working days. Probationary employees will only be laid off first if there are seniority employees capable of performing the work available, exercising the principles set forth in Section 1 above.

Section 6. The recall procedure for employees will be the same as utilized in the event of layoff except the reverse procedure will apply in that senior employees will first be 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.

Section 7. If an Employee is transferred to a position where he is no longer a member of the Bargaining Unit with the Association, his seniority shall continue to accumulate for a period of sixty (60) days and thereafter be frozen and he shall no longer accumulate any additional seniority. If an Employee is returned to the Bargaining Unit, his seniority shall be reinstated to the same position it was at the time his seniority was frozen.

Section 8. In the event of a vacancy or a newly created position, Employees shall be given the opportunity to transfer to the new position or the vacancy on the following basis, but only if the Employee has the necessary qualifications for the vacancy and has the training and technical qualifications or can meet the other conditions as may be established through such position. Vacancies will be posted for a period of seven (7) calendar days and Employees wishing to fill such position shall apply in writing to the Sheriff during the said seven-day period.

(a) To be eligible for the promotion to the rank of Sergeant or Detective, Employee must have more than four (4) years' seniority.

(b) In determining who shall be promoted, the following elements shall be considered:

- (1) Employee's length of seniority.
- (2) Ability to perform the work.
- (3) The results of any testing designed to measure capability.
- (4) Education and special training.

Employee shall be given a period of five (5) calendar weeks to establish their ability to perform the work subject to the provisions of Section 1 above. In the event the Sheriff feels that this period is not adequate to judge the Employee's capabilities, he may with the consent of the Employee and the Association, extend the trial period up to an additional two calendar weeks. If no full-time employee makes an application for a position, or is found to be qualified, then regular part-time employees shall be eligible to apply for such position.

Section 9. If an Employee terminates his or 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.

ARTICLE VII - LEAVE OF ABSENCE

Section 1. Leaves of absence are to be granted by the County for valid reasons including 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 appearances, 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.

(a) In the event extended leaves are desired, these must be approved not only by the Sheriff, but also by the Labor Relations Committee of the Jackson County Board of Commissioners after due notice to the Association. Such leaves may be for a period of one (1) calendar year and during such period, the Employee will continue to accumulate seniority.

Section 2. All leaves of absence under Section 1 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 3. Sick Leave

(a) Each full-time Employee of the County shall be entitled to sick leave of one 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.

(b) An employee eligible for sick leave with pay may use such sick leave for absence due to the weather, otherwise they are to be docked.

(c) Unused sick leave shall be cumulative up to seventy-two (72) work days, with payment on half-time basis all over sixty (60) days, payable as soon after January 1 of the year as possible.

(d) Employees absent from work on legal holidays, vacations, 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 as though they were employed, subject, however, to the maximum limitations herein provided.

(e) 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 Sections 5 and 7 hereof. An employee on sick leave shall inform his 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 Workmen's Compensation, he shall not be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid Workmen's Compensation benefits.

(f) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half day.

(g) Sick leave with pay in excess of three (3) consecutive working days for reasons of illness or injury shall be granted only after presentation of a written statement by a reputable physician certifying the employee's condition prevented him from performing the duties of his position. An employee may be required to establish illness or injury on any occasion when he uses sick leave.

(h) An employee who is laid off from his position for reasons that are not discreditable to him may, if reappointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff.

(i) The Sheriff shall maintain records and report to the County Controller on sick leave credit and authorized sick leave taken by employees.

Section 4. Maternity Leave (Up to one year)

(a) Female employees who have acquired seniority will be granted a leave of absence for maternity, provided they report the pregnancy to the employer within the first three months and present a certificate from her physician verifying pregnancy.

(b) No employee will be continued on the job beyond her seventh month of pregnancy. Her doctor shall certify regularly her physical and mental ability to continue to perform the job within her classification during such seven-month period.

(c) An employee cannot return to work after a maternity leave in less than six (6) weeks after delivery or miscarriage. The employee must submit a statement from her physician

indicating that she is physically able to be employed in her job classification.

(d) The employee must return to work within at least ninety (90) days from the time of delivery or miscarriage. This may only be extended with a certificate from her physician and such extension may not be for a period in excess of another thirty (30) days.

Section 5. Leaves granted for personal reasons such as funerals, illness in the family, etc. shall not be deducted from employee sick leave. This leave is without pay except as provided for under Section 3(e) above.

Section 6. An employee who is absent from duty shall report the reason therefor to his supervisor prior to the date of absence when possible and in no case later than noon on the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds for disciplinary action.

Section 7. An employee shall be allowed three working days as funeral leave days, not to be deducted from sick leave for death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or member of the employee's household. Any employee selected to be a pall bearer will be allowed one funeral leave day with pay not to be deducted from sick leave. This leave ~~is~~ ^{is in excess} without pay except as provided for under Section 3(e) above. *of 3 days*

Section 8. Jury Duty. An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay.

Section 9. Employees who are in some branch of the Armed Forces Reserve 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 weeks per year.)

ARTICLE VIII - HOURS, OVERTIME AND WORK WEEK

Section 1. Overtime Administration. In emergencies, the Sheriff may prescribe reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the Salary Committee and the Labor Relations Committee.

Section 2. Compensation for Overtime Work. Employees other than Supervisory Employees shall be compensated for authorized overtime by equal time off or by payment in cash at time and one-half as determined by the Sheriff and approved by the Salary Committee. Only such hours as are worked in excess of the forty-four (44) hours of work per week as set forth in Section 3 below shall be so compensated. Complete records of overtime employees shall be maintained by the Sheriff. Employees classified as Supervisors are not eligible for over-time pay but shall be entitled to equivalent time off.

Section 3. The hours of work for all the employees subject to this Agreement are eighty-eight (88) hours per pay period as scheduled by the Sheriff. Employees who work more than such hours during such period and are so authorized in advance shall be compensated on the time and one-half basis as specified above.

ARTICLE IX - HOLIDAYS

Section 1. All Employees covered by this Agreement shall be entitled to a holiday and shall be paid at their current rate, based on the regular work day for said holiday for the following days: New Years Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and any general election day.

Section 2. When any of the holidays listed above falls on a Sunday, the following business day shall be considered a holiday. The County Board of Supervisors may in addition to the above, proclaim a day, or part of a day, as a holiday in which event all Employees will be entitled to equivalent benefits as set forth above.

Section 3. Employees to be entitled to holiday pay must have seniority 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 failed 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 pay for each hour worked on such holiday in addition to his holiday pay. When a holiday falls on Saturday, the Sheriff may designate that a portion of the work force will be entitled to Friday off and the other portion of the work force shall be entitled to Monday off. This shall be designated at least two weeks prior to any such holiday.

ARTICLE X - VACATIONS

Section 1. 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 a 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 eight (8) 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.

Section 2. Employees who retire, die or terminate their employment with the County shall be entitled to accrued vacation leave with pay.

Section 3. 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 allowances.

Section 4. Employees shall request as soon as possible during a calendar year for the scheduling of their vacation leaves and the Sheriff shall attempt to accommodate them with regard to operating requirements and seniority.

Section 5. If a paid holiday occurs during an Employee's time off for vacation, he shall have the option of taking one additional day of vacation for each such holiday.

Section 6. Vacation pay shall not be accumulated and in the event an Employee fails to request a vacation leave or does not take his vacation when requested during the calendar year, he will take a vacation when directed by the Sheriff or with the consent of the Sheriff be awarded pay in lieu thereof. If he fails to take a vacation when directed, he shall forfeit his vacation pay.

ARTICLE XI - WAGES AND CLASSIFICATIONS

Section 1. There is attached hereto as Exhibit A a Salary Schedule for each job position and classification for employees covered under this Agreement.

Section 2. 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 3. Any Employee subject to the terms of this Agreement shall have the right to consideration of requests he may have with respect to change in classification of his position. The Employee shall initiate this through the regular grievance procedure.

Section 4. Continuous service requires regular full-time employment. Leaves of absence of less than six (6) months shall not interrupt service. Absences or leave 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 withdrawing their retirement contributions or quitting who are rehired, shall forfeit all seniority rights and salary step positions.

Section 5. Regular Employees and part-time Employees shall be paid their compensation on an hourly basis.

Section 6. Employees required and authorized to have available and operate their own automobiles in conduct of County business shall be paid an automobile allowance on the basis of ten (10) cents per mile for such use of his car. Sheriff employees required to wear and maintain prescribed items of uniform clothing and personal equipment shall be furnished one blouse, six shirts, two pairs of trousers and one cap, one tie and gun.

Section 7. 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 months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous employment record. 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 with the Armed Forces if this is required by the Armed Services Act.

Section 8. In a case where an Employee is promoted to a grade with a higher compensation schedule, the entrance rate shall be at the years of service which he held at the time of entering such new position.

ARTICLE XII - GENERAL PROVISIONS

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.

Section 2. When an Employee is temporarily transferred from one job to another, he shall continue to be paid at the Grade to which he was originally assigned.

Section 3. 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.

Section 4. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and 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 this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this contract.

Section 5. The County shall pay for each employee the entire cost of Blue Cross and Blue Shield coverage without any deductible feature and the employee shall not be required to contribute to any portion of such insurance, and the County shall pay for any group life insurance and for accidental death and dismemberment insurance as reflected in the attached schedule.

Section 6. The employees shall use all safety devices as may be specified by the County. The County agrees it will take reasonable steps to assure safe and healthful working conditions and the Association agrees to assist the County in its efforts to have the employees comply with all safety, sanitary and fire regulations.

Section 7. The pension provisions now in effect for the employees of Jackson County shall be continued subject to modification.

Section 8. This Agreement shall become effective on the 1st day of January, 1971 and shall remain in full force and effect until December 31, 1971. It is further agreed the Contract shall become open for negotiation ninety days prior to the end of said contract. Either party may terminate on the termination date by giving notice to the other within a fifteen (15) day period immediately following ninety days prior to the end of the Contract. In lieu of a termination notice, the notice may call for an amendment to the contract and if such notice is given, the other party shall have an additional ten (10) days to designate whether it desires to terminate or amend the contract. In the event amendment notices are given, all the provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments. Provided, however, that either party may terminate this contract during the period of negotiations subsequent to the above termination date by giving a thirty (30) day notice of termination. Notices shall be given in writing and shall be sent to the Association addressed to their Chairman of the Bargaining Committee at such place as he shall notify the County. Notice to the County is sufficient if given to the Labor Relations Committee of the Jackson County Board of Commissioners, Jackson County Building, Jackson, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this

_____ day of _____, 1970.

JACKSON COUNTY DEPUTY SHERIFF'S
ASSOCIATION

JACKSON COUNTY

