12-31-13

KALAMAZOO

Course to

AGREEMENT

THIS AGREEMENT entered into as of the 1st. day of January, 1970, by and between the COUNTY OF KALAMAZOO, hereinafter referred to as the Employer, and KALAMAZOO LODGE NO. 98 of the FRATERNAL ORDER OF POLICE, hereinafter referred to as the Lodge.

WITNESSETH:

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

ARTICLE I - GENERAL

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

<u>Section 2</u>: The parties hereto agree that except as specifically provided to the contrary in this agreement, all conditions of employment, working conditions, and fringe benefits, shall remain and be applied as provided in the Personnel Policies and Fringe Benefits for Kalamazoo County Employees, adopted by Kalamazoo County Board of Supervisors - December 16, 1969.

Section 3: There shall be no discrimination by the Employer or the Fraternal Order of Police against employees because of membership or non-membership in the Fraternal Order of Police or because of race, creed, color, age, national origin, or sex.

ARTICLE II - SALARIES

Section 1: Effective as of January 1, 1970, and for the life of this agreement, the salary schedule set forth in Appexdix A attached hereto and by this reference made a part hereof, shall remain in full force and effect.

RELATIONS LIBRARY

Michigan State University

Section 2: On promotion from a classification, the employees shall go to that step of the new pay classification that will effect a pay increase.

ARTICLE III - VACATIONS

<u>Section 1</u>: The provisions of this Article shall be the same as those spelled out in the Personnel Policies and Fringe Benefits for Kalamazoo County Employees, adopted by Kalamazoo County Board of Supervisors - December 16, 1969,

ARTICLE IV - INSURANCE

Section 1: The Employer agrees, for the life of this agreement, to maintain the level of group insurance benefits in effect for permanent and full-time employees as of this date with an insurance carrier or carriers authorized to transact business in the State of Michigan on the same basis and under the same conditions as prevailed immediately prior to the execution of this agreement subject to May, 1970 County Insurance Program changes, except as altered by Section 2 below. The Employer agrees to pay the entire premium for Seven Thousand Five Hundred (7,500.00) Dollars group life insurance for each active employee in the bargaining unit.

Section 2: Effective January 1, 1971, the Employer will pay toward employees' dependant coverage for hospital and medical insurance an amount of \$10.00 per month.

ARTICLE V - SICK LEAVE

<u>Section 1</u>: Sick leave shall be credited, accumulated and paid according to the Personnel Policies and Fringe Benefits for Kalamazoo County Employees, adopted by Kalamazoo County Board of Supervisors - December 16, 1969.

ARTICLE VI - OVERTIME ..

<u>Section 1</u>: Effective January 1, 1970, one and one-half the employee's regular hourly rate of pay will be paid for all time worked on the holidays, as specified in the Personnel Policies and Fringe Benefits for Kalamazoo County Employees, adopted by Kalamazoo County Board of Supervisors - December 16, 1969.

Section 2: Effective February 1, 1970, one and one-half the employee's regular rate will be paid for all hours worked beyond the employee's regularly scheduled hours, as is present department policy. Section 3: Effective at the signing of this agreement, employees who are compelled to appear in Court on off duty hours will be paid a minimum of two hours at one and one-half times their regular hourly rate, and will return all witness and subpoena fees to the County. ARTICLE VII - GRIEVANCE PROCEDURE A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms of this agreement or any matter affecting the safety of the employees. The grievance procedure shall consist of the following steps: A three man committee appointed by the bargaining unit must notify the aggrieved employee's immediate supervisor, not within the bargaining unit, three (3) days after the occurance of the matter which gave rise to the grievance. The immediate supervisor and the aggrieved employee shall informally discuss the grievance. The supervisor shall make his decision within five (5) working days unless it is mutually agreed upon between the employee and the supervisor that additional time to answer is needed. (b) If satisfactory settlement cannot be attained through informal discussion between the supervisor and the aggrieved employee, the grievance shall be reduced to writing within five (5) working days after the decision of the supervisor and presented by the employee to the Sheriff or his designated representative. (c) The Sheriff or his designated representative shall be allowed ten (10) working days to settle the grievance. If the grievance is not settled within ten (10) working days, the aggrieved employee may appeal to the County Personnel Officer within five (5) working days thereafter. If not appealed to the Personnel Officer within that time, the grievance will be considered resolved. - 3 -

If the grievance cannot be resolved by the Personnel Officer, (d) the Officer, shall submit the grievance to an arbitration panel. The arbitration panel shall be composed of a member selected by the County and a representative chosen by the Lodge. They shall choose an impartial third party. Failing to reach agreement on the impartial third party, they shall request a panel of five (5) names from the Michigan State Mediation Service and alternately strike names until one is left. The decision of the arbitration panel shall be final and binding, but the panel's authorization shall be limited to the interpretation and application of the agreement. ARTICLE VIII - MISCELLANEOUS Section 1: It is understood and agreed that effective January 1, 1970, the clothing allowance for plain-clothesmen shall be \$200.00 per year, and the cleaning allowance for uniformed personnel shall be \$144.00. ARTICLE IX - MANAGEMENT RIGHTS Section 1: The Fraternal Order of Police recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all right to manage, direct and supervise the operations of the Sheriff's Department shall be vested as provided by the laws of the State of Michigan in the County Board of Commissioners and the Sheriff. ARTICLE X - DURATION Section 1: This agreement shall become effective as of the 1st. day of January, 1970, and shall remain in full force and effect through the 31st. day of December, 1971, except as otherwise provided, and from year to year thereafter unless either party hereto serves a written notice upon the other of at least sixty (60) calendar

days prior to the 31st. day of December, 1971, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

KALAMAZOO LODGE NO. 98
FRATERNAL ORDER OF POLICE

COUNTY OF KALAMAZOO

COUNTY OF KALAMAZOO

SHERIEF DEPARTMENT PAY SCHEDULE EFFECTIVE 1/1/70

		13% First Year					
	Α	В	C	D	E		
Patrolman	\$7311	\$7686	\$8061	\$8467	\$8903		
Corporal	7686	8061	8467	8903	9342		
Sergeant	8061	8467	8903	9342	9810		
Detective	8467	8903	9342	9810	10309		
Bailiff	6966	7311	7686	3051	8467		
Account Clerk II	6316	6623	6966	7311	7686		
Clerk-Typsit II	5186	5435	5718	5998	6316		
Clerk-Typist I	4467	4687	4937	5186	5435		
Matron	4937	5186	5435	5718	5998		
Cook	4687	4937	5186	5435	5718		
Process Server	7686.	8061	8467	8903	9342		

		1		18m0	36m	591	
EFFECTIVE	1/1/71		1 mo _	8% Seco	nd Year	201	2
	April 19 and 19	A	,013	121800	2019	Est	
Patrolman	1		\$8301	\$8706	\$9144	\$9615	1,000,550.
Corporal Sergeant	100	8301 810	8706	9144 9615	9615	10089	12/127
Detective).)	9144926	9615	10089	10595	11134	15 733
Bailiff		7523	7896	8301	8706	9144	12,
Account Clerk II Clerk-Typist II		6821· 5601	7153 5870	7523 6175	7896 6478	8301	
Clerk-Typist I		4824	5062	5332	5601	5870	
Matron		5332. 5062	5601	5870	6175	6478	
Cook. Process Server		8301	5332 8706	5601 9144	5870 9615	6175	