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12/31/95

AGREEMENT

COUNTY OF KALAMAZOO and the  
SHERIFF OF THE COUNTY OF KALAMAZOO

-and-

KALAMAZOO COUNTY SHERIFF'S  
DEPUTIES ASSOCIATION

An Affiliate of KALAMAZOO LODGE NO. 98  
of the FRATERNAL ORDER OF POLICE

*Kalamazoo County*

Effective January 1, 1994 thru December 31, 1995



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## A G R E E M E N T

THIS AGREEMENT entered into as of the 6 day of JUNE 1995, by and between the COUNTY OF KALAMAZOO and the SHERIFF OF The COUNTY OF KALAMAZOO, hereinafter referred to as the Employers, and the KALAMAZOO COUNTY SHERIFF'S DEPUTIES ASSOCIATION, an affiliate of KALAMAZOO LODGE NO. 98 of the FRATERNAL ORDER OF POLICE, hereinafter referred to as the Association.

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 Employers agree that during the life of this Agreement, they 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: All new employees hired after the effective date of this Agreement shall be probationary employees for the first twelve (12) months immediately following their employment. The purpose of the probationary period is to provide an opportunity for command officers and the Sheriff to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During this probationary period, the employee may be laid off or terminated in the sole discretion of the Sheriff without regard to his/her relative length of service.

- (a) If an employee is hired with prior directly related work experience, the Sheriff may grant credit for such experience towards the completion of this probationary period in an amount not to exceed six (6) months of the above required probationary period. The probationary period may be extended by the Sheriff upon a showing of just cause. The Union shall receive notification of such extension prior to its implementation and such action is subject to the grievance procedure. The Sheriff may start an employee at the B Step of the appropriate classification, and the employee shall then progress on the wage scale in accordance with Appendix A.



Section 3: It is understood and agreed that all present employees covered by this Agreement who are members of the Association shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date hereof, are not members of the Association but who have at one time prior to this date been members of the Association shall become and remain members (within thirty [30] days after the effective date of this Agreement) in good standing or cause to be paid to the Association a representation fee equivalent to their fair share of the Association's cost of negotiating and administering this collective bargaining agreement as determined by this Association. All employees covered by this Agreement who are hired after the effective date of this Agreement shall become and remain members in the Association in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this collective bargaining agreement as determined by the Association on or before the completion of their probationary period, or on or before completion of six (6) months of employment, whichever shall occur earlier.

- (a) All present employees who are not now presently members, nor have ever been members, of the Association shall be excluded from the provisions of the Agency Shop clause above.
- (b) The Association shall indemnify and save the Employers harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistake of fact which were in control of or responsibility of the Association.

Section 4: For all those employees who are or become members of the Association and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employers agree to deduct from the first pay check of each month the regular monthly dues in the amounts certified to the Employers by the financial secretary within fifteen (15) calendar days thereafter.

- (a) The Association shall indemnify and save the Employers harmless from any liability that may arise out of the Employers' reliance upon any payroll deduction authorization cards presented to the Employers by the Association.

Section 5: Payday shall be on a bi-weekly basis. Paychecks shall be available to employees on or before 5:30 p.m. on the Thursday before the Friday payday for employees not working on Friday. Employees on second shift will be able to receive their paycheck at or near the end of their shift. Checks received by employees on Thursday shall not be cashed in a banking transaction which will be posted before Friday. Any incident of non-compliance with this provision shall be cause to cancel the issuance of paychecks on Thursday to all employees.

## ARTICLE II - SALARIES

Section 1: For the life of this Agreement, the salary schedules set forth in Appendix A and Appendix B attached hereto and by this reference made a part hereof shall remain in full force and effect. Effective January 1, 1990, the Civilian Aide Dispatcher shall be classified and paid at the F16 rate of pay contained in Appendix A of the contract. Each subsequent contract year the Dispatchers shall be paid at the F16 rate of pay.

## ARTICLE III - VACATIONS

Section 1: Every full-time employee shall be allowed vacation leave at the rate shown in the following table:

- (a) Every continuing full-time employee shall be entitled to annual leave with pay of one-half day (four hours) for each completed bi-weekly work period of service, except that no employee shall be entitled to such annual leave until he has completed thirteen (13) bi-weekly work periods.

Section 2: Employees who have completed five (5) years of currently continuous service shall earn additional annual leave with pay according to length of total classified service as follows:

- (a) For five or more, but less than ten years, three days (twenty-four hours) annually;
- (b) For ten or more, but less than fifteen years, five days (forty hours) annually;
- (c) For fifteen or more, but less than twenty years, seven days (fifty-six hours) annually;
- (d) For twenty or more years, nine days (seventy-two hours) annually.

Section 3: A day of vacation pay as provided for in Sections 1 and 2 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his/her vacation.

Section 4: The Sheriff shall determine the number of employees who can be assigned for vacation purposes at any time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Sheriff. Vacation leave shall be granted giving preference to seniority employees.

A seniority list shall be posted in accordance with Article XIX, Section 2, by the Employer. All employees shall indicate prior to April 15 of each year those dates between April 15 and October 14 that they desire to take as their eligible vacation leave. All employees shall indicate prior to October 15 of each year those dates between October 15 and April 14 that they desire to take as their eligible vacation leave. In the event two (2) or more employees desire the same vacation date, and it is determined by the Sheriff that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his/her vacation. A final vacation list shall be prepared by the Sheriff and distributed to all employees, not later than May 1 for the April 15 selections and November 1 for the October 15 selections, indicating those dates agreed upon.

- (a) In the event an employee does not select a vacation period prior to the April 15 or October 15 deadlines, he/she shall be permitted to select a vacation period from the remaining available dates. If two (2) or more employees have failed to make selections by April 15, their selection shall be made on the basis of first come, first served.
- (b) If an employee, because of required court appearances or other emergency situations, is unable to take his/her vacation during the period assigned, every effort shall be made by the Sheriff to reschedule a vacation period convenient and agreeable to the employee and the Sheriff in the calendar year in which his/her vacation period was assigned. However, if the parties are unable to agree to a mutually convenient vacation period, the employee shall be allowed to accumulate and carry over his/her last year's vacation time into the following calendar year or years, provided the accumulation shall not exceed three hundred sixty (360) hours.
  - (1) No more than two hundred forty (240) hours of vacation may be taken at any one time under this provision.
- (c) No employee shall be permitted to take his/her vacation leave one (1) day at a time without the prior approval of the Sheriff. However, this subsection shall not be used nor construed so as to work a forfeiture of any actual earned vacation leave.

Section 5: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after December 31 of any calendar year upon which he/she qualifies for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such December 31 and his/her pro rata share of

vacation earned thereafter until such time as he/she leaves the employment of the County.

If any employee quits or is discharged prior to December 31 upon which he/she would have qualified for a vacation with pay, he/she will be entitled to only that portion of vacation pay which he/she earned as of the date he/she quit or is discharged.

- (a) Any payment received under this provision shall not exceed two hundred forty (240) hours.

#### ARTICLE IV - INSURANCE

Section 1: The Employers agree, for the life of this Agreement, to maintain the level of group insurance benefits as currently provided in Blue Cross-Blue Shield, MVF-I, ML Rider, and major medical coverage in effect for permanent and full-time employees and/or their dependents and to continue their contribution towards the purchase of said benefits as of the effective date of this Agreement with an insurance carrier or carriers authorized to transact business in the State of Michigan. The Employers shall pay the monthly subscription rate for the \$3.00 prescription drug rider (R-rider) for each participating employee and/or his/her dependents.

In the alternative, each Bargaining Unit member shall have the opportunity on an annual basis to elect to have hospitalization/medical insurance under the Blue Care Network Health Maintenance Organization Plan 5.

Section 2: The Employers shall make available the basic Blue Cross-Blue Shield dental plan which shall include Class 3 and Class 4. The Employers shall pay the full cost of the dental plan.

Section 3: The Employers shall maintain the group life insurance coverage for all bargaining unit employees in an amount of ten thousand (\$10,000) dollars.

Section 4: The Employers shall make available the basic Blue Cross-Blue Shield 80/20 optical plan. The Employers shall pay the full cost of such optical plan.

Section 5: The Employers shall continue their present practice regarding health insurance coordination for all retiring employees as set forth in Appendix C.

Section 6: Each regular full-time bargaining unit employee shall be eligible for the County's Long-Term Disability Insurance Program.

Section 7: The Long-Term Disability Insurance Plan shall be fully coordinated with the employee's individual sick leave accumulation and the Sick Leave Bank as set forth in this Agreement. Such plan covers a disability after the employee has been disabled for six (6) months and has totally utilized his/her personal sick leave accumulation and his/her sick leave entitlement from the Sick Leave Bank. All benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.



Section 8: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the cost of the employee's and the employee's dependents' health insurance. The employee's seniority will continue to accrue while on long-term disability.

Section 9: The long-term disability insurance shall not be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws.

#### ARTICLE V - SICK LEAVE

Section 1: Each regular, full-time employee of the Sheriff shall accrue three (3) hours with pay as sick leave for each completed bi-weekly pay period. Sick leave with pay may be utilized by regular, full-time employees throughout their period of employment with the Sheriff. Sick leave may be accrued throughout the employee's entire period of classified service.

Section 2: A bargaining Unit employee shall be entitled to an unlimited accumulation of his/her sick leave, however, as to any and all pay-off of sick leave, it will be assumed that the employee had a cap of sixteen hundred (1600) hours on the sick leave accumulation.

- (a) A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty percent (50%) of the total number of sick leave days accrued not to exceed eight hundred (800) hours.
- (b) After completion of five (5) years of active service, an employee shall receive compensation for twenty-five percent (25%) of the unused sick leave credits at his/her current rate of pay at the time of termination for any reason not to exceed four hundred (400) hours. This benefit will not be available to any bargaining unit member hired subsequent to January 1, 1986.

Section 3: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the Sheriff in the following instances:

- (a) When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of sickness or injury.

- (b) When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When unusual situations or emergencies exist in the employee's immediate family. Failure to make diligent effort to notify the employee's department head may result in loss of pay. The employee must notify a shift supervisor of the situation and must get approval from such supervisor prior to the initiation of the leave.

Section 4: An employee shall not be charged sick leave time for dentist or doctor appointments when such time is of a one (1) or two (2) hour duration.

Section 5: Falsification of evidence to substantiate sick leave shall be cause for dismissal.

Section 6: An employee who has been absent for three (3) or more regular scheduled working days shall, if requested by the employer prior to the return of the employee to work, provide a statement from his/her physician certifying his/her ability to return to work. If the employer has reasonable grounds to believe that an employee has been abusing sick leave, the employer may require a medical excuse from a physician for such absence for which the employee claims sick leave.

Section 7: Any employee who does not utilize any sick leave time during a three-hundred sixty-five (365) day period shall be entitled to an additional personal business leave day during the subsequent Three Hundred Sixty-Five (365) day period. When an employee has not utilized a sick leave day during any three hundred sixty-five (365) day period, he/she shall notify his/her Divisional Captain. The Divisional Captain shall check the records and verify the request for an additional personal leave day in writing. The employee shall present the written verification from the Captain to the Account Clerk II responsible for payroll records. The Account Clerk II shall process the verified request to the County Payroll Department and the day shall be added to the employee's personal leave. Once an employee has earned a personal business day, by not utilizing any sick time for a three hundred sixty-five (365) day period, a new 365 day period shall begin and the employee must not use any sick time for another 365 days before he/she earns another additional personal leave day.

Section 8: The parties agree to the establishment of an advisory committee relative to utilization of time accumulated in the Sick Leave Bank. Such committee shall be made up of three (3) representatives selected by the Association and two (2) representatives selected by the Sheriff. Utilization of the Sick Leave Bank is controlled by the rules outlined in Appendix D and established by the advisory committee.

## ARTICLE VI - WORK DAY AND WORK WEEK

Section 1: The "normal work day" shall be defined as an eight (8) hour day, except for those personnel within the Uniformed Services Section assigned to the "4-10" shift for whom the work day shall be defined as a ten (10) hour day. The "normal work week" shall be defined as forty (40) hours. "Overtime rate" shall be defined as being 1-1/2 times the employee's regular hourly rate.

## ARTICLE VII - PREMIUM PAY

Section 1: Pay for hours worked per day and hours worked per week in excess of the normal work day and normal work week shall be paid at the overtime rates. Overtime shall be computed in quarter hour increments.

Section 2: For purposes of this Section, an employee's work day shall be considered to be the twenty-four (24) hour period beginning at the same time as the employee's scheduled shift. When an employee is directed or required to work beyond the end of the employee's normal scheduled shift, or required or directed to return to work at any time during a work day, the employee will be compensated at the employee's overtime rate. In the event that the employee has been called back to work after having left the premises, the employee will be credited with a minimum of two (2) hours at the employee's regular hourly rate or with the actual hours worked at the employee's overtime rate, whichever amount is greater, unless such time shall be continuous with the employee's scheduled work in which case the employee shall be paid at his/her overtime rate.

Section 3: In the case of all non-uniformed personnel, the Employers reserve the right to adjust the beginning times of such personnel's regular shift at will to meet operational exigencies. If the newly defined shift begins within the same work day, as defined above, as the previous shift, then payment for hours worked will be at the regular hourly rate; provided, however, that if the period of time between the time a non-uniformed employee is released from duty on one shift and the time that employee returns on a regularly scheduled shift is less than eight (8) hours, then hours worked during the shift to which the employee returns will also be paid at the overtime rate. To illustrate:

- (a) A non-uniformed officer is regularly assigned to the 8:00 a.m. to 5:00 p.m. shift, Monday through Friday. During the employee's Monday work day, the employee is informed that the employee's shift hours have been temporarily adjusted to 3:00 p.m. to midnight effective Tuesday through the remainder of the week; the employee would not receive overtime for any hours during the Tuesday shift.

- (b) A non-uniformed officer's regularly scheduled shift is 8:00 a.m. to 5:00 p.m. Monday through Friday. At the completion of the Monday shift, the employee is required to remain over and is not released from work until midnight. The employee returns to work for a regularly scheduled shift at 8:00 a.m. the following day for the employee's regularly scheduled shift. The employee would be entitled to overtime for the hours worked between 5:00 p.m. and midnight on Monday. As an 8-hour interval elapsed between the completion of the overtime and the employee's next regularly scheduled work shift, regular hourly rate for the Tuesday shift would be received.
- (c) A non-uniformed officer is regularly assigned to the 8:00 a.m. to 5:00 p.m. shift Monday through Friday. During the Monday shift, the employee is advised that the employee's shift has been redefined as 3:00 p.m. to midnight effective Tuesday and until further notice. The employee works the 3:00 p.m. to midnight shift on Tuesday and Wednesday. During Wednesday's regularly scheduled shift the employee is advised that the employee's shift has again been restored to the 8:00 a.m. to 5:00 p.m. shift effective Thursday and until further notice. The employee is not entitled to any overtime.
- (d) A non-uniformed officer is assigned to the 8:00 a.m. to 5:00 p.m. shift Monday through Friday as the employee's regularly scheduled shift. At the completion of the Monday shift, the employee is required to work until 2:00 a.m. Tuesday on special assignment, and returns to work at 8:00 a.m. on Tuesday. The employee is entitled to overtime for the hours worked on special assignment between the completion of the Monday shift and 2:00 a.m. Tuesday morning. The employee is also entitled to overtime for the employee's regular shift on Wednesday, since an eight (8) hour period did not elapse between the two shifts.
- (e) The employer shall post a bi-weekly work schedule seventy-two (72) hours prior to the beginning of each month for employees in the Criminal Investigation Section. The employer may make changes to the posted schedule up to twenty-four (24) hours prior to the start of each pay period without the requirement to pay overtime, provided that the waiver of the overtime requirement shall apply only if the employee is contacted and advised of the change. The employer may adjust or change the work schedule after the start of a pay period without the requirement to pay overtime under the following circumstances, provided the employee is advised of the change:
- (i) In cases of emergency (disasters, major crimes, mobilizations)
  - (ii) With concurrence of the employee(s) involved.



Section 4: Employees who are compelled to appear in court on off-duty hours will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular hourly rate and will return all witness and subpoena fees to the County.

- (a) In the event an employee is required to be present in court as per the wording of the subpoena and has not been excused by the court (excluding a one [1] hour lunch break) in excess of the above two (2) hours, he/she shall receive pay for all actual court time at a rate equal to one and one-half (1-1/2) times his/her regular hourly rate.
- (b) At any appearance in court beyond the two (2) hour minimum time, a Deputy shall be paid for a full hour for each portion of an hour required in court in excess of the two (2) hours. The Deputy shall also be paid when off duty for the lunch break taken by the court if he/she is required to stay in attendance.

#### ARTICLE VIII - SHIFT DIFFERENTIAL

Section 1: Employees who work in the classifications of F17, F19, F21, F22, or F23 and who work on any shift which commences on or after 12:00 noon but before 8:00 p.m. shall be entitled to a shift premium equal to two percent (2%) of their base hourly compensation. Employees in the afore-specified classifications who work on any shift which commences on or after 8:00 p.m. but before 6:00 a.m. shall be entitled to a shift premium equal to one percent (1%) of their base hourly compensation. Said shift premium shall be added to the hourly rate for purposes of calculating overtime, pension, and longevity.

#### ARTICLE IX - HOLIDAYS

Section 1: The recognized legal holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, President's Day, Veteran's Day, one-half day Good Friday and General Election Day.

Section 2: A recognized legal holiday shall be considered as starting at the beginning of the regularly scheduled shift on which the balance of the shift's hours fall after midnight on the day designated as the holiday and lasting twenty-four (24) hours from the time of beginning.

Section 3: Employees who are not scheduled to work and who do not work on a holiday may receive the holiday pay specified in Section 4 of this Article or a floating holiday at straight pay. Employees who are scheduled to work and do work the holiday shall be entitled to holiday pay plus time and one-half (1-1/2) their regular hourly rate for all hours worked during the normal work day as defined in Article VI. Hours worked in excess of the normal work day shall be

paid at the rate of two (2) times the employee's regular hourly rate. Employees may elect to receive time and one-half compensatory time off in lieu of premium pay for hours worked during the normal work day. Employees who are called in to work on a holiday shall receive their holiday pay plus two (2) times their regular hourly rate for all hours worked on the holiday.

Section 4: Holiday pay shall be defined as an employee's regular hourly rate times the employee's normal work day. "Normal work day" shall be as defined in Article VI.

Section 5: There shall be a one hundred twenty (120) hour cap on accumulation of holiday compensatory time off. When an employee reaches the 120-hour cap, he/she must collect pay for all future holidays until such time as they fall below the cap. The 120-hour cap applies to all divisions regardless of whether they work an eight- or ten-hour day.

#### ARTICLE X - ON-THE-JOB INJURY/WORKERS' COMPENSATION

Section 1: All employees shall be eligible for on-the-job injury or illness leaves in accordance with the provisions contained in the State's Workers' Compensation Statute provided the injury arose out of performance of duties and responsibilities directly related to the Sheriff's Department.

- (a) There shall be no deduction from sick leave credits for a period of twenty-six (26) weeks, when an employee's absence from work is necessitated because of an injury or illness arising out of or in the course of his/her employment by the Employers. During such twenty-six (26) week period, the Employers will continue to compensate the employee for his/her regularly scheduled hours provided the employee endorses and returns all workers' compensation disability payments received for said twenty-six (26) week period. Following said twenty-six (26) week period, employees who are still unable to return to work may elect to use their unused accumulated sick leave credits or, if participating in the sick bank, sick bank credits to make up the difference between their workers' compensation benefits and their regular pay.

Section 2: The Employers shall maintain "preferred work duties" for employees injured under the Act.

Section 3: It is further understood and agreed that a "Sick Bank" shall be established, administered, and maintained in accordance with Appendix D of this Agreement.

## ARTICLE XI - LONGEVITY PAY

Section 1: Employees who, as of October 1 of any given year, are on active pay status and who have or will complete five (5) or more years of continuous service, during that calendar year, with the Employers since their last hiring date shall be eligible for the following Longevity Plan:

- (a) After five (5) years of full-time continuous service 1.75% of regular base salary as modified during the year by COLA adjustments.
- (b) After ten (10) years of full-time continuous service 2.50% of regular base salary as modified during the year by COLA adjustments.
- (c) After fifteen (15) years of full-time continuous service, 4.50% of regular base salary as modified during the year by COLA adjustments.
- (d) After twenty (20) years of full-time continuous service, 6.50% of regular base salary as modified during the year by COLA adjustments.
- (e) After twenty-five (25) years of full-time continuous service, 8.50% of regular base salary as modified during the year by COLA adjustments.

Section 2: For the purpose of the above plan, regular wages will be defined as regular base salary as modified during the year by COLA adjustments actually received and shift premium excluding any and all premium compensation. It is further agreed relative to such longevity plan that any and all future increases attributable to such plan as the result of subsequent increases in wage rates will be charged to future contracts as new costs.

## ARTICLE XII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement.

Section 2: A Deputy who has a complaint and/or his/her Association representative must submit his/her complaint orally to his/her Division Command officer within five (5) regularly scheduled work days (Sundays and holidays excluded) after the occurrence of the event or at such time as he/she first has knowledge of the event upon which it is based. The Division Command officer shall give the employee and his/her Association representative an answer within twenty-four (24) hours after the complaint has been submitted to him/her. In

the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

Section 3:        FIRST STEP.        To be processed hereunder, a grievance must be reduced to writing, 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 must be presented to the employee's Division Command within twelve (12) regularly scheduled working days after the occurrence of the event upon which it is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event. The Division Command shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the Employers 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 Employers.

SECOND STEP.        If the grievance has not been settled at the First Step, it shall be appealed within five (5) regularly scheduled working days after the receipt of the First Step answer to a meeting between the Employers' Grievance Committee consisting of the Sheriff, Undersheriff, and Personnel Officer or their designated representative and three (3) members of the Association's Grievance Committee. Such meeting must be held no later than five (5) regularly scheduled working days from the time the appeal has been taken to this step, and the Employers must answer the grievance in writing within five (5) regularly scheduled working days after such meeting.

THIRD STEP.        If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then pertaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Sheriff's Second Step answer or the due date for such answer if no answer is given. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the County and the Association.



Section 4: Grievances on behalf of an entire department or the entire Association shall be filed by the Association's Grievance Committee and shall be processed starting with the Second Step of the grievance procedure.

Section 5: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Association to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If a grievance is not answered by the Sheriff's Department within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step excluding the arbitration level.

Section 6: Meetings of the joint Grievance Committee provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day for which they are scheduled. The Association committee members, not to exceed four (4) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employers shall be promptly informed in writing as to the membership of the Association on the Grievance Committee and any changes therein.

Section 7: Whenever the words are used in Article XII, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

#### ARTICLE XIII - DEPARTMENT INVESTIGATIONS

Section 1: In the event a complaint is filed or registered against any employee covered by this Agreement, the following investigatory procedure shall apply:

- (a) The questioning of a member of the department shall be during his/her regular tour of duties whenever practicable unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.
- (b) The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he/she shall be informed of the change in the nature of the investigation before interrogation

commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

- (c) If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available and the criminal investigation and interrogation shall be conducted in the same manner and procedure with the same Constitutional and Statutory safeguards that all citizens under criminal investigation and interrogation are entitled to exercise.
- (d) If at any time during such investigatory procedure the Sheriff decides to suspend an officer, such suspension shall be with pay at the officer's regular salary until the sheriff makes a final determination as to the disposition of the matter.
- (e) No record of any departmental investigation made as a result of a complaint will be placed in the employee's personnel record unless the complaint is brought to his/her attention within ten (10) days of the complaint.
- (f) No record of any departmental investigation made as a result of a complaint will be placed in the employee's personnel record where the complaint was determined to be untrue.

#### ARTICLE XIV - DISCHARGE AND DISCIPLINE

Section 1: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and he/she believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the Employers' Grievance Committee as provided in Step Two of Article XII within six (6) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) The Employers agree to promptly notify in writing the employee's grievance committeeperson (or, in his/her absence, the chairperson of the Association's grievance committee) of such suspension or discharge.
- (b) A suspended or discharged employee, if he/she so desires, will be allowed to discuss his/her suspension

or discharge with his/her grievance committee person (or, if he/she is not readily available, with the chairperson of the grievance committee) before being required to leave the property of the Employers.

- (c) It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his/her authorization of the Employers to reveal to the participants in the grievance procedure any and all information available to the Employers concerning the alleged offense, and such filing shall further constitute a release of the Employers from any and all claimed liability by reason of such disclosure.

#### ARTICLE XV - REPRESENTATION

Section 1: Employees within the bargaining unit shall be represented by one (1) Association representative for each work shift. The Association shall furnish the Employers a list of the Association's representatives and their assigned areas and shall keep the list current at all times. Alternate Association representatives may be appointed by the local Association president to serve in the absence of the regular Association representative.

#### ARTICLE XVI - MANAGEMENT RIGHTS

Section 1: The parties hereto recognize and agree, that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights 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 and the County Board of Commissioners and the Sheriff.

- (a) Nothing contained herein shall be deemed to preclude the Sheriff from establishing and putting into effect those reasonable rules and regulations necessary to carry on an efficient and effective operation within the Sheriff's Department.

#### ARTICLE XVII - CLOTHING ALLOWANCE

Section 1: The clothing allowance for plainclothes officers shall be Eight Hundred (\$800) Dollars per year. The Employers shall assume the full responsibility for all cleaning, laundry, and maintenance for uniforms required of uniformed personnel. Upon the advancement of an individual to a plainclothes position, the entire amount of clothing allowance for the year will be given at that time.

## ARTICLE XVIII - LEAVES OF ABSENCE

Section 1: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received from the County had they worked such period.

Section 2: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 3: An administrative or special leave may be granted to an employee when approved by the Sheriff for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of their work, for illness or injury when such leave extends beyond employee's sick leave days earned, and for other reasons which may be beneficial to the employee and the County. All leaves shall be specific as to their duration. A special or administrative leave of absence will normally be without pay. Leaves of absence shall be requested in writing by the employee and approved by the Sheriff.

Section 4: The Employers agree to grant a leave of absence without pay to one (1) member of the Association, if elected by the Association for up to five (5) working days to attend the National Convention and to three (3) employees for up to three (3) working days when selected to attend the State Convention, provided such leave request is made sufficiently in advance to allow proper adjustments within the Department.

Section 5: The Employers agree to grant three (3) personal leave days with pay per year. An employee who requests a personal day off at least twenty-four (24) hours in advance of the start of the shift day he/she desires off shall be granted said day(s) off unless on the day(s) requested there are two or more identifiable employees who are already working on an overtime basis on the shift within the division where the requesting employee is scheduled to work or the Department is involved in an emergency declared by the Sheriff where all vacations and personal leave day(s) are canceled.



Section 6: Provided the employee has gotten the prior approval of the Sheriff or his/her designee, an employee will be granted sufficient time off with pay when a death occurs in the employee's immediate family. (Spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and any other persons for whom financial or physical care is the employee's principal responsibility.)

Section 7: If an employee, whose work shift starts between 12:00 noon and 6:00 p.m., is required to be at jury duty more than four (4) hours on any given day, he/she shall be excused from working his/her regular shift, however, the employee shall complete his/her work day on the day shift. If the employee attends jury duty less than four (4) hours, he/she must work their regular shift. Employees whose work shift starts between 6:00 p.m. and 12:00 midnight shall be transferred to the day shift to attend to jury duty. Employees working the day shift shall continue to be allowed to attend to jury duty with pay.

#### ARTICLE XIX - SENIORITY

Section 1: Seniority or continuous service, as used in this agreement, shall be defined as an employee's length of continuous service within the Kalamazoo County Sheriff's Department and/or the County of Kalamazoo since his/her last hiring date. "Last hiring date" shall mean the date on which an employee first reported for work at the direction of the Employers, County of Kalamazoo and/or the Kalamazoo County Sheriff's Department since which he/she has not quit, retired, nor been justifiably discharged. Bargaining unit seniority shall be defined as an employee's length of continuous service within any job classification(s) contained in Appendix A of this agreement and/or classifications which appeared in previous or subsequent contracts which were or are recognized as within the jurisdiction of the Association. Classification seniority shall commence upon an employee's date of entry in a classification and shall include his/her seniority in a higher paying bargaining unit classification(s) which said employee actually held. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspension or for any other type of leave of absence which the Employers granted.

- (a) Employees R. Morrison, L. Campbell, and J. Lasota shall have their bargaining unit seniority and classification seniority date from 10/01/88; the date of their entry into the bargaining unit. These employees' names shall appear on the seniority list, and they shall be determined to have seniority in the order listed above with R. Morrison having the most seniority.

Section 2: The Employers will maintain an up-to-date seniority list which shall be posted in the dispatcher's room every three months. The names of all employees who have completed their probationary periods shall be listed on the seniority list. Said list shall show each employee's bargaining unit seniority date and his/her present classification seniority with the employee having the greatest amount of bargaining unit seniority at the top of the list. If two or more employees receive the same bargaining unit seniority date, their names shall appear on the seniority list alphabetically by the first letter of their last name; the same procedure shall be followed with respect to their first name.

Section 3: Classification seniority, as defined in Section 1, shall be used for shift bid and days off schedule bidding when not on rotating schedule. Bargaining unit seniority shall be used for vacation selection bidding. Seniority shall be used to determine the amount of vacation and longevity due and for retirement related issues.

Section 4: An employee's seniority shall be terminated if he/she quits, retires or is discharged for just cause.

Section 5: When it is necessary to promote an employee to fill a new permanent job classification or a permanent vacancy in an existing job classification, such job or vacancy shall be posted on the appropriate bulletin boards throughout the Sheriff's Department for a period of fifteen (15) calendar days during which time employees who hold the classification may exercise their transfer rights pursuant to Section 12 of this Article, and employees who don't hold the classification may apply for the resulting vacancy according to the instructions provided.

- (a) All such postings shall include a statement of the job title or classification, the nature of the duties and requirements, special qualifications or requirements, and the total examination process to be followed in making the selection, to include weights that each factor is given along with dates and times of examinations.
- (b) A minimum requirement for a bargaining unit member to become a Lieutenant is that he/she must have five (5) years of continuous service with the Kalamazoo County Sheriff's Department immediately prior to promotion to Lieutenant.

Section 6: Whenever any Sergeant I or Sergeant II position is to be filled by promotion, the candidate selected shall be from the respective Sergeant I, Sergeant II promotional roster established according to the following procedures:

- (a) A written examination shall be administered. The same examination may be used for Sergeant levels in all Divisions, except for Detective Sergeants or Lab Sergeant. All applicants who pass the written examination shall continue in the process and take the oral interview. The top fifty (50%) percent of all scores on the written examination shall be considered passing scores. However, a minimum of six (6) individuals will pass all written examinations.
- (b) For the Sergeant II Roster, four (4) individuals will be certified for final consideration by the Sheriff.
- (c) For the Sergeant I Roster, four (4) individuals who passed written and oral examinations, plus all Sergeant IIs who passed the written examination will be certified for final consideration by the Sheriff.

Section 7: The following factors shall be used in evaluating personnel for all promotions or filling of a new permanent job classification.

- (a) Written examination (40%), oral interview (30%), service rating and bargaining unit seniority (30%).

Section 8: All examinations for positions shall be practical in their character and shall relate to such matters, and include such inquiries, as will fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the position sought by them. All oral and written examinations shall be open to all applicants who have fulfilled the preliminary requirements as set forth in writing by the Sheriff.

- (a) Examinations may include any questions, tests, or criteria designed to evaluate fitness of applicants and their capacity to develop so as to merit advancement.
- (b) Each written examination shall be prepared by the Division commanders along with the Undersheriff who may, at their discretion, collaborate with recognized authorities or other qualified persons in the preparation of examinations. Following preparation, the test shall be submitted to representatives of the Association for their review and input. A minimum of two sets shall be prepared for each position and shall be maintained by the Personnel Manager.
- (c) All written examinations shall be conducted by the Personnel Manager or by persons designated by him/her only at the times and places stated in the posted

vacancy notices. All oral examinations shall be conducted by a committee selected by the Sheriff.

- (d) All applicants taking an oral examination shall receive the results of such an examination before noon of the day following such examination. Any employee who desires to appeal the results of an oral examination must submit his/her appeal to the Sheriff within 72 hours of receipt of the results. Upon receipt of the appeal, the Sheriff shall review and shall change the rating, if found warranted. When such review discloses errors affecting the ratings of other employees, their ratings shall also be adjusted. The affected employee shall be notified of the Sheriff's decision.
- (e) Upon completion of all tests and evaluations, the Personnel Manager shall certify to the Sheriff the top four (4) persons (in an alphabetical listing) from which the Sheriff may make the selection for any vacancy. The list shall remain valid, as certified, for a period of twelve (12) months with all promotions made being made from this list during the twelve (12) months' period. [In the event more than four (4) vacancies or promotions are made during this period, a new test and evaluation shall be conducted.]

Section 9: If it is necessary to reduce the number of employees in the Department, The Employers shall determine the number of employees to be removed from each job classification and/or job assignment within a classification. Employees in the affected job classification(s) and/or job assignment(s) within the classification(s) shall be removed on the basis of their classification seniority, provided always that the remaining employees have the ability to perform the available work in the classification(s) or job assignment(s).

Employees removed from a classification or job assignment within a classification may exercise their classification seniority to bump into any equal or less paying job assignment within any classification in which the employee has seniority and may use his/her classification seniority to select his/her shift within the classification or job assignment provided they have the ability to perform the available work in such classification or job assignment. Any employee who is removed from his/her classification or transferred to another position within his/her classification shall become entitled to restoration of his/her classification or job assignment at the time said is re-authorized. If more than one employee is affected within a single classification or job assignment, employees shall be reinstated within that classification or job assignment according to classification seniority. Reinstatement as set forth herein shall

be automatic and not subject to the promotion procedure as set forth in Article XIX, Section 5.

It is understood that the Sheriff's Department is presently authorized thirteen (13) positions for civilian aides. It is agreed that the Sheriff may assign such personnel to only the following areas:

1. Control Center
2. Receiving officer aides
3. Front desk
4. Central Records
5. Microfilm operator
6. Aide in the Jail (typist)
7. Aide to radio operator (deputy)  
(It is understood that there will be at least one [1] deputy assigned to each shift in receiving and radio.)

It is further agreed and understood that if future layoffs are necessary, all civilian aides being paid out of County funds shall be added to any layoff list according to their hiring dates.

Section 10: Pursuant to a Supplemental Agreement between the parties which established the ten (10) hour day for the Uniformed Services Section, it is hereby agreed that shift bidding shall continue in the Uniformed Services Section pursuant to that Agreement for the duration of this Contract.

- (a) Notwithstanding any provisions to the contrary, Sergeants I and Sergeants II shall bid for each ten-hour shift on the basis of their classification seniority and deputies shall bid for each designated ten-hour shift on the basis of their classification seniority. Such bidding shall take place in September and March to be effective in October and April, respectively.
- (b) Notwithstanding other provisions to the contrary, it is expressly understood that the Sheriff may re-assign employees to other shifts and other positions in the Uniformed Services Section if such is required for training, illness, vacation, emergency or any like purpose; provided, however, that no such reassignment shall be made for disciplinary reasons. The two (2) least senior employees on each shift may be reassigned to any other position in the Uniformed Services Section so as to allow the Sheriff the flexibility to meet the aforementioned needs of the department and its employees.

Section 11: Notwithstanding other provisions to the contrary, shift bidding procedure for officers assigned to the Jail Division



shall take place two (2) times a year. Such bidding shall take place in September and March to be effective in October and April, respectively. Sergeants shall bid for shifts on the basis of their classification seniority and corrections officers shall bid for shifts on the basis of their classification seniority.

- (a) It is expressly understood that the Sheriff may reassign employees to other shifts and other positions in the Jail Division if such is required for training, illness, vacation, emergency, or any like purpose; provided, however, that no such re-assignment shall be made for disciplinary reasons. The two (2) least senior employees on each shift may be re-assigned to any other position in the Division so as to allow the Sheriff the flexibility to meet the needs of the department and its employees. Further, the Sheriff has the right to assign one (1) sergeant to any other position in the Division at his/her discretion.

Section 12: In filling a vacancy within the Jail Division or the Uniformed Services Section, the employer shall post the vacancy for lateral transfer of employees. If two (2) or more bargaining unit employees apply for the transfer, the Sheriff will take into consideration the following factors: bargaining unit seniority and job related factors.

- (a) After the Sheriff has announced his/her decision relative to a particular vacancy and/or opening, an individual who fails to receive the transfer, but who has more bargaining unit seniority than the individual granted such transfer, may, within five (5) regularly scheduled working days, file a grievance starting at the Second Step of the Grievance Procedure.
- (b) If the decision of the Sheriff does not change as a result of the discussion during the grievance procedure, the Association may submit the grievance to binding arbitration in accordance with the following:
  - (i) The Arbitration shall be by a panel of arbitrators, one selected by the Sheriff, one selected by the Association, and the third member selected as follows:
  - (ii) The parties have agreed that the third member of the panel shall be selected from a permanent panel made up of the following individuals: Barry Brown, Howard Case, Sol Elkin, and Wheeler Witte. In any dispute arising under this section, the parties will alternately strike names from the above-

mentioned panel. In the first dispute arising under this section, the Association will strike first, the County and the Sheriff will strike a second name, the Association will strike a third name, and the remaining individual shall be the third panel member. If there is a second dispute, the Sheriff and the County will strike first and third with the Association striking the second name. This rotation of right to strike names will continue for any and all disputes under this section.

- (iii) The Association must notify the Sheriff of its intent to submit the grievance to arbitration within ten (10) calendar days of the date of the Sheriff's written Second Step answer; and
  - (iv) The Sheriff shall have the right to exclude one (1) transfer decision from the arbitration provisions per calendar year. The Sheriff must notify the Association that he/she is exercising his/her right to exclude a decision which is the subject of a grievance within ten (10) calendar days after he/she receives the Association's written notice of its intent to submit the transfer decision to arbitration.
- (c) If more than one (1) grievance regarding the same transfer decision is filed, all grievances regarding that transfer decision shall be consolidated and shall be considered as one (1) grievance for purposes of this Letter of Understanding.
  - (d) The parties agree and acknowledge that this procedure applies only to transfers from the Jail Division to an opening in the Uniformed Services Section or transfers from the Uniformed Services Section to an opening in the Jail Division.

#### ARTICLE XX - SPECIAL CONFERENCES

Section 1: The Employers and the Association agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

#### ARTICLE XXI - PENSION PLAN

Section 1: The County of Kalamazoo shall contribute to a Money-Purchase Pension Plan as established by Agreement on July 1, 1981. The contribution to such Pension Plan shall be a sum of money equal to 12.9% of the gross pay of the bargaining unit members covered by such plan. Payments to the Pension Plan shall continue to be made bi-weekly and the employee's contribution to such Plan has been eliminated.

ARTICLE XXII - MISCELLANEOUS

Section 1: All personnel assigned to other governmental units by contract with the Sheriff shall still be protected by, and subject to, all provisions of the bargaining agreement.

Section 2: An employee may request that the Employer's liability for injury resulting from enforcement action taken during his/her off-duty time be determined in accordance with the statutory provisions covering Worker's Compensation.

Section 3: It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees.

Section 4: No letter of reprimand nor other disciplinary communication shall be placed in the personnel files of the employee without first notifying the employee of its contents. The employee shall receive a copy, and shall sign that the same was received. Any employee covered by this Agreement may review the contents of his/her personnel file which is located in the Sheriff's Office in the presence of a member of the administrative staff at any reasonable time, upon request.

Section 5: An employee may submit a request for compensation for time spent in the performance of making, or attempting to make, any felony arrest during his/her off-duty time, or while investigating a felony on off-duty time, with the approval of his/her supervisor. It is understood and agreed that the Sheriff may grant such request or refuse any portion or all of the request but that such refusal to grant the request is subject to the grievance procedure.

Section 6: In the event that an employee is named a part in civil litigation for acts within the capacity of his/her employment, whether on or off duty, the Employers agree to pay the costs of the employee's attorney fees, subject to the following limitations:

- (a) That the employee shall first utilize the proceeds of his/her insurance through the International Association of Chiefs of Police toward payment of such fees.
- (b) That in the event that more than one employee is named a party in the same litigation, the employees shall make every effort to employ the same attorney and/or firm to avoid duplicity of costs. It is understood that this provision shall not apply where there is a conflict of interest between the respective positions of the employees.
- (c) That the employee(s) shall advise the Employers, through the Office of the Personnel Manager, of the fee arrangement in advance of hiring such attorney, but in no case shall the Employers deny reimbursement where such employee has arranged for reasonable attorney's fees.

Section 7: Fifty Dollars (\$50.00) bonus above and beyond normal wages for each twelve (12) semester credit hours accomplished in an accredited college or school in a recognized job classification or related studies. This payable once per year on the last pay period (to include retroactive credit hours).

Section 8: The County shall pay a maximum of Two Hundred Forty Dollars (\$240) a year for tuition to County employees taking improved high school or college courses, as outlined in the more detailed policies statement available from the Personnel Manager. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for any other reasons, will be beneficial to the employees and to the County. All courses shall be approved by the Personnel Manager and the Sheriff prior to issuance of the refund. The employee must remain in County service for a period of twelve (12) calendar months following completion of the course or courses or forfeit such tuition payment.

Section 9: The Employers shall not utilize the services of reserve officers for duties normally performed by bargaining unit members. The phrase "normally performed" signifies those duties historically performed by bargaining unit members. The Employers may utilize reserve officers for such functions if all bargaining unit members decline such duties, after proper posting of notice of availability by the Employers.

Section 10: It is hereby agreed that all administrative officers employed by the Department shall continue to have any and all previously acquired seniority rights in the Kalamazoo County Sheriff Deputies Association frozen as of the effective date of their promotion to an administrative position. If, at a subsequent time, such administrative officer was returned to a position within the Kalamazoo County Sheriff Deputies Association, he/she could exercise such frozen seniority for the purpose of securing a position within said unit pursuant to the other provisions contained within Article XIX of this Agreement.

Section 11: It has been agreed by the parties that at such time as the Sheriff promulgates rules and regulations involving dress wear, that if such rules apply to footwear, the Sheriff will allow deputies to wear boots, provided that such footwear is deemed appropriate. The Sheriff shall, by written order, provide that no ties shall be required as part of the summer uniform. However, the Sheriff can specify that crew neck T-shirts be worn as part of the summer uniform and the Department will not be responsible to pay for such T-shirts.

Section 12: The employers shall make available to bargaining unit personnel the opportunity for temporary use of insert cards for parking at the County downtown lot when bargaining unit personnel are attending court, which attendance is duty related. The Department shall establish an inventory control system which

will allow such insert cards to be checked out and checked in as required for any given court attendance.

Departmental vehicles may be used to attend court, if available, under the following conditions:

- (a) Departmental uniform shall be worn in marked units.
- (b) On-duty status does not commence for in-County courts until reporting time on the subpoena.
- (c) Vehicle shall not be parked in the Courthouse lot.

Section 13: When a bargaining unit member working in the Uniformed Services Section is assigned to transport a person in custody to or from a police facility (not an A.S.C.S. facility), that is located more than one hundred (100) miles from the Department (mileage determination on chart of MDOT map when possible), he/she shall be accompanied by another bargaining unit member holding the rank classification of Deputy/Corrections officer or higher. The Sheriff will make available necessary handcuffs, belly chains and leg restraints. In addition, the vehicles used for transport shall have the standard police radio and a mobile telephone shall be provided. The transport of prisoners in custody by bargaining unit members in Transport and the Criminal Investigation Section shall continue to be made according to Division Policy in effect December 1, 1990 with the understanding that Detective Sergeants temporarily transferred to the Uniformed Services Section will be subject to this section provided they are supplied a Class A uniform and marked patrol vehicle.

Section 14: Bargaining unit employees who retire shall be allowed to purchase their duty weapon from the Employers for the original cost paid by the Employer for the weapon.

#### ARTICLE XXIII - TEMPORARY TRANSFER

Section 1: The employers shall have the right to temporarily transfer those employees within the bargaining unit irrespective of their seniority status from one job classification to another. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job seniority and the permanent classification from which he/she was transferred. It has been agreed that no employee shall be subject to a temporary transfer in excess of sixty (60) calendar days unless such additional time has been mutually agreed to between the employee and his/her supervisor. It has been further agreed that no employee shall be subject to a temporary transfer to the Jail Division, Uniformed Services Section or the Criminal Investigation Section in excess of six (6) months unless such



additional time has been agreed to by the Association and the employee. (It is understood that the six (6) month limitation excludes special outside assignments, such as SWET, K-VET, and SCAR, and internal assignments, such as DARE and Training.) An employee temporarily transferred to a higher paying classification shall be paid at the higher rate of pay and benefits (clothing allowance) upon the effective date of such transfer. An employee temporarily transferred to a Lieutenant's position shall receive the higher rate on the sixth consecutive work day in the Lieutenant's position retroactive to the first day of such assignment. It is understood that the Sheriff does not have an obligation to fill a Lieutenant's position on a temporary basis in the case of absence or vacancy.

Section 2: Transfers will not be made for the specific purpose of discriminating against an employee.

- (a) When an employee feels that he/she has been transferred as a means of punishment, the employee may grieve whether or not the transfer was justified.

Section 3: It is recognized by all parties that an officer who is on authorized leave of absence and that such leave may be of an extended duration, for the purpose of this Section, extended duration shall mean in excess of six (6) months, during the first six (6) months of such vacancy, the Sheriff may fill the vacancy as a temporary transfer in accordance with Section 1 of this Article.

- (a) If the Sheriff reasonably determines that the vacancy will continue for a period in excess of six (6) months or longer, the Sheriff may fill the vacancy as a permanent position in accordance with the hiring and/or promotional provisions of this Agreement. This Section shall not be interpreted so as to prevent the officer on extended leave from returning to the position he/she held at the time the officer was granted the leave upon his/her return to duty.
- (b) Upon return to duty of the officer who was on extended leave, he/she shall be returned to his/her position and a bumping procedure, as described in this Agreement concerning layoff procedures, shall take place, if required.

ARTICLE XXIV - DURATION

This Agreement shall become effective as of the 1st day of January 1994, and shall remain in full force and effect through the 31st day of December 1995, 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 1st day of December 1995, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

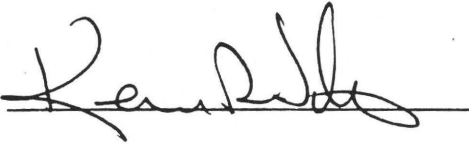
KALAMAZOO COUNTY SHERIFF  
DEPUTIES ASSOCIATION

COUNTY OF KALAMAZOO

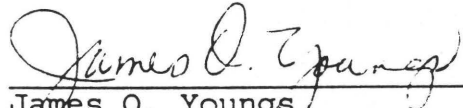
  
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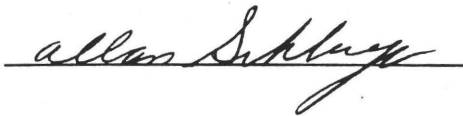
Robert A. Houtman, Chairman  
Kalamazoo County Board of  
Commissioners 6-6-95

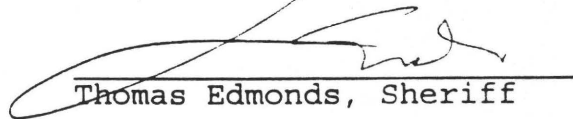
  
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James O. Youngs  
County Clerk/Register 6-6-95

  
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Thomas Edmonds, Sheriff

  
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APPENDIX A

A = ANNUAL  
 B = BI-WEEKLY  
 H = HOURLY  
 1 1/2 = OVERTIME

**SHERIFF'S DEPARTMENT SALARY SCHEDULE  
 LODGE 98  
 SALARY SCHEDULE EFFECTIVE JANUARY 1, 1995**

16-Feb-95 3.50% REVISED		BASE	12 MOS	24 MOS	36 MOS	48 MOS
		A	B	C	D	E
F10	A	20,396	22,447	23,471	24,052	24,639
COOK	B	784.46	863.34	902.73	925.07	947.65
	H	9.805	10.791	11.284	11.563	11.845
	1 1/2	14.707	16.186	16.926	17.344	17.767
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F14	A	23,488	25,676	27,026	27,632	28,373
ELECTRONIC TECHNICIAN	B	903.38	987.53	1039.46	1062.76	1091.26
	H	11.292	12.344	12.993	13.284	13.640
	1 1/2	16.938	18.516	19.489	19.926	20.460
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F16B	A	25,350	27,844	29,159	29,881	30,594
DISPATCHER	B	975.00	1070.92	1121.50	1149.26	1176.69
	H	12.187	13.386	14.018	14.365	14.708
	1 1/2	18.280	20.079	21.027	21.547	22.062
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F17	A	28,626	31,633	34,633	36,860	38,871
OFFICER I CHIEF COOK	B	1101.00	1216.65	1332.03	1417.69	1495.03
	H	13.762	15.208	16.650	17.721	18.687
	1 1/2	20.643	22.812	24.975	26.581	28.030
<hr/>						
F18	A	29,756	32,709	34,246	35,088	35,920
BAILIFF	B	1144.46	1258.03	1317.15	1349.53	1381.53
	H	14.305	15.725	16.464	16.869	17.269
	1 1/2	21.457	23.587	24.696	25.303	25.903
<hr/>						
F19	A	29,983	33,585	37,187	39,889	42,588
DEPUTY/ CORRECTION OFFICER II	B	1153.19	1291.73	1430.26	1534.19	1638.00
	H	14.414	16.146	17.878	19.177	20.475
	1 1/2	21.621	24.219	26.817	28.765	30.712

A = ANNUAL  
 B = BI-WEEKLY  
 H = HOURLY  
 1 1/2 = OVERTIME

**SHERIFF'S DEPARTMENT SALARY SCHEDULE  
 LODGE 98  
 SALARY SCHEDULE EFFECTIVE JANUARY 1, 1995**

16-Feb-95 3.50% REVISED		BASE	12 MOS	24 MOS	36 MOS	48 MOS
		A	B	C	D	E
F20	A	29,552	33,096	36,644	39,301	41,965
NURSE	B	1136.61	1272.92	1409.38	1511.57	1614.03
	H	14.207	15.911	17.617	18.894	20.175
	1 1/2	21.310	23.866	26.425	28.341	30.262
<hr/>						
F21	A	32,938	36,906	40,885	43,858	46,835
SERGEANT II	B	1266.84	1419.46	1572.50	1686.84	1801.34
TECHNICAL	H	15.835	17.743	19.656	21.085	22.516
SERGEANT	1 1/2	23.752	26.614	29.484	31.627	33.774
<hr/>						
F22	A	34,523	38,676	42,876	45,990	49,401
SERGEANT I	B	1327.80	1487.53	1649.07	1768.84	1900.03
DETECTIVE/	H	16.597	18.594	20.613	22.110	23.750
SERGEANT	1 1/2	24.895	27.891	30.919	33.165	35.625
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F23	A	36,413	40,810	45,222	48,514	51,817
POLYGRAPH	B	1400.50	1569.61	1739.30	1865.92	1992.96
EXAMINER	H	17.506	19.620	21.741	23.324	24.912
	1 1/2	26.259	29.430	32.611	34.986	37.368

**SHERIFF'S DEPARTMENT  
SHIFT DIFFERENTIAL SCHEDULE  
EFFECTIVE JANUARY 1, 1995**

APPENDIX A (CONT'D)

REVISED  
16-Feb-95  
3.50%

	RATE	A	B	C	D	E
F16B	HRLY	12.187	13.386	14.018	14.365	14.708
DISPATCHER	1.0%	0.122	0.134	0.140	0.144	0.147
	2.0%	0.244	0.268	0.280	0.287	0.294
	OT/1.0	18.463	20.280	21.237	21.763	22.283
	OT/2.0	18.646	20.481	21.448	21.978	22.503
F17	HRLY	13.762	15.208	16.650	17.721	18.687
OFFICER I	1.0%	0.138	0.152	0.167	0.177	0.187
	2.0%	0.275	0.304	0.333	0.354	0.374
	OT/1.0	20.849	23.040	25.225	26.847	28.311
	OT/2.0	21.056	23.268	25.474	27.113	28.591
F19	HRLY	14.414	16.146	17.878	19.177	20.475
DEPUTY/ CORRECTION OFFICER II	1.0%	0.144	0.161	0.179	0.192	0.205
	2.0%	0.288	0.323	0.358	0.384	0.410
	OT/1.0	21.837	24.461	27.085	29.053	31.020
	OT/2.0	22.053	24.703	27.353	29.341	31.327
F21	HRLY	15.835	17.743	19.656	21.085	22.516
SERGEANT II TECHNICAL SERGEANT	1.0%	0.158	0.177	0.197	0.211	0.225
	2.0%	0.317	0.355	0.393	0.422	0.450
	OT/1.0	23.990	26.881	29.779	31.944	34.112
	OT/2.0	24.228	27.147	30.074	32.260	34.449
F22	HRLY	16.597	18.594	20.613	22.110	23.750
SERGEANT I DETECTIVE	1.0%	0.166	0.186	0.206	0.221	0.238
	2.0%	0.332	0.372	0.412	0.442	0.475
	OT/1.0	25.144	28.170	31.229	33.497	35.981
	OT/2.0	25.393	28.449	31.538	33.828	36.338
F23	HRLY	17.506	19.620	21.741	23.324	24.912
POLYGRAPH EXAMINER	1.0%	0.175	0.196	0.217	0.233	0.249
	2.0%	0.350	0.392	0.435	0.466	0.498
	OT/1.0	26.522	29.724	32.938	35.336	37.742
	OT/2.0	26.784	30.019	33.264	35.686	38.115



**SHERIFF'S DEPARTMENT SALARY SCHEDULE**  
**LODGE 98**  
**SALARY SCHEDULE EFFECTIVE JANUARY 1, 1995**

A = ANNUAL  
 B = BI-WEEKLY  
 H = HOURLY  
 1 1/2 = OVERTIME  
 REVISED

16-Feb-95  
 3.50%

SALARY GRADE		BASE	12 MOS	24 MOS	36 MOS	48 MOS
		A	B	C	D	E
F09	A	17,201	19,004	19,967	20,458	20,930
CLERK	B	661.57	730.92	767.96	786.84	805.00
TYPIST I	H	8.269	9.136	9.599	9.835	10.062
	1 1/2	12.403	13.704	14.398	14.752	15.093
F13	A	21,342	23,568	24,790	25,421	26,048
CLERK TYPIST II	B	820.84	906.46	953.46	977.73	1001.84
	H	10.260	11.330	11.918	12.221	12.523
	1 1/2	15.390	16.995	17.877	18.331	18.784
F16A	A	24,316	26,824	28,100	28,874	29,590
ACCOUNT CLERK II/ CLERK STENO II	B	935.23	1031.69	1080.76	1110.53	1138.07
	H	11.690	12.896	13.509	13.881	14.225
	1 1/2	17.535	19.344	20.263	20.821	21.337

## APPENDIX B

Section 1: Effective July 1, 1983, the Employers shall adjust the pay scale of all employees, utilizing the following Cost of Living Adjustment.

Section 2: The Cost of Living Adjustment will be determined and redetermined quarterly in accordance with changes in the revised Consumer Price Index for Urban Wage Earners and Clerical published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereafter referred to as the C P I - W.

Section 3: The adjustment in the Cost of Living Allowance shall be made quarterly as of the first pay period beginning on or after each January 1, April 1, July 1 and October 1, and shall be based on the C P I - W Consumers Price Index as of the second preceding month as follows:

<u>Adjustments</u> <u>Shall Be Made In</u>	<u>Based Upon Index</u> <u>For Preceding</u>
April	February
October	August
January	November
July	May

Section 4: The amount of Cost of Living Allowance shall be effective for any three (3) month period as provided in Section 3 above and which shall be paid as an addition to the then-existing pay scale in accordance with the published table. The Cost of Living Adjustment shall be applicable to the percentage change during the preceding three (3) months from the last month of the previous quarter.

Example: November 1977 160.0  $\frac{160-155}{155} \times 100 = 3.2\%$   
August 1977 155.0 155  
5.0

- (a) The full Cost of Living Adjustment shall be added as an addition to the then-existing pay scale and will affect all compensation (including overtime pay) of employees in the bargaining unit.
- (b) The C.O.L. increases granted in any one year shall not exceed ten percent (10%) per year (January 1 to January 1) during the duration of this Agreement.

Section 5: In the event the Bureau of Labor Statistics does not issue the Index on or before the beginning of the pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

APPENDIX B (Cont'd.)

Section 6: No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in any published figures on the Index for any base month.

Section 7: In the event the Bureau of Labor Statistics Price Index in its present form and calculated on the same basis shall be revised therefrom or discontinued, the parties shall attempt to adjust this clause, of if agreement is not reached, the parties shall request the Bureau to provide an appropriate conversion of the allowance date and thereafter.

Section 8: A note shall be included in the first pay checks for the periods indicated in Section 4 indicating the adjustment and calculation used to make the above adjustments.

Section 9: Notwithstanding the above, it has been agreed between the parties that the provisions of this article shall not be effective for the adjustments of January 1, 1995, April 1, 1995, July 1, 1995, and October 1, 1995. The cost of living adjustments shall resume with the January 1996 payment based upon the provisions of this Appendix B; such payment being based upon the index for the preceding November 1995 differences from August 1995.

## APPENDIX C

- A. Currently, an FOP unit member who retires at age fifty-five (55) with at least twenty-five (25) years of County service, or who retires at age sixty (60) with at least ten (10) years of County service, is eligible for continued hospitalization insurance coverage for the employee and his/her dependents. When the employee and his/her dependents attain the age of sixty-five (65), the County is obligated to provide an insurance supplement that will insure the retiree the same level of benefits.

A unit member who retires from County service and has reached the eligibility requirements of either of the above-mentioned standards will continue to be eligible for the above-mentioned insurance program for themselves and their dependents. In the alternative, an employee who is at least fifty (50) years of age and who has twenty-five (25) years of service with the County Sheriff's Department may elect to retire from County service and be eligible for the County's continual payment of the employee's health insurance costs and the County's payment of eighty percent (80%) of the insurance costs of the employee's dependents. When the employee electing such alternative reaches age sixty-five (65), the County will provide eighty percent (80%) of the cost of such insurance supplement. An employee electing such alternative would be responsible for the payment of twenty percent (20%) of the cost of the health insurance coverage for any eligible dependent.

The alternative for retirement at age fifty (50) shall expire on December 31, 1995. The parties to this Contract have agreed that in future negotiations, any attempt by the Association to continue said program past December 31, 1995, or any attempt by the Association to initiate a similar program subsequent to December 31, 1995, must be re-costed with the relevant data available at that time. The parties further agree that future bargaining representatives and future arbitration panels convening pursuant to Act 312 would have to consider any proposal to continue such employee retirement insurance benefit program as a new cost during any time period subsequent to December 31, 1995. This will not affect those already retired.

- B. For those bargaining unit members retiring from the Sheriff's Department who are at least sixty (60) years of age and who have at least ten (10) years of service with the County, the County shall continue the health and medical insurance program until age sixty-five (65). At age sixty-five (65), the County shall provide an insurance supplement that will insure the retiree to the same level of benefits.

APPENDIX C (Cont'd.)

- C. For those bargaining unit members retiring as a result of disability before the age and service requirements in the above-mentioned Subparagraphs A and B, the County shall continue the retired employee's health and medical insurance program until age sixty-five (65) provided the employee continues to be both retired and disabled. If the employee is still retired and disabled at age sixty-five (65), the County shall provide an insurance supplement that will insure the retiree to the same level of benefits.
- D. The above-mentioned insurance coverage shall be the coverage that the employee is eligible for and will include dependent coverage if the retired employee is qualified as defined by then existing County policy.
- E. A unit member who retires from County service under either of the eligibility standards as set forth in the first paragraph of this Appendix will have the option of continued dental and vision insurance coverage through the group plan available to Kalamazoo County retirees. In order to continue such coverage, the retired unit member must pay to the County of Kalamazoo one hundred percent (100%) of the cost of the premiums for said dental and vision insurance programs on the same schedule of payments which applies to other County retirees.



## APPENDIX D

It has been agreed by the parties that a "Sick Bank" shall be established to provide available sick leave to employees. All new employees hired after January 1, 1990 shall be required to contribute the first two (2) days of their sick leave accumulation to the Sick Bank and they shall be required, as a condition of employment, to remain a part of the Sick Bank program. Employees hired before January 1, 1990 and who are not members of the Sick Bank program will be given until December 31, 1991 to join the Sick Leave Bank program by making the required contribution to said program. If said employees do not join by March 1, 1990, they shall not be allowed to join at a future date. Employees hired prior to January 1, 1990 who are members as of said date must, as a condition of employment, remain members of the Sick Bank program.

Only members of the Kalamazoo Sheriff's Deputies Association and employees holding the rank of Lieutenant or Captain shall be allowed to participate in the Sick Bank program. The Sick Leave Bank may be used by participating eligible employees, subject to the rules and regulations established by the Sick Bank Committee, once said employee has exhausted all his/her accumulated sick leave, vacation, or personal leave days for any reason which sick leave may be granted according to the terms of this agreement and as a supplement to Workers' Compensation for duty related injuries.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee composed of three (3) members selected by the Kalamazoo Sheriff's Deputies Association and two (2) members selected by the Sheriff. The rules of Sick Bank participation and usage shall be established by the committee and shall not be in conflict with this contract. If, after the initial two (2) day contribution, the committee deems it necessary to obtain additional contributions from members, it may so require and the members shall contribute the required days from their accumulated sick leave or vacation.

The Sick Bank Committee shall have the right to require any member of the Sick Bank to provide such medical records as the Committee deems necessary to substantiate the usage of Sick Bank. In addition, if a given Sick Bank usage is determined to be work-related by the County or the Workers' Compensation Bureau, the County shall return the appropriate sick hours to the Sick Bank program. In addition, the committee shall have the right to reduce Sick Bank usage for an employee who is receiving income from other employment while on sick leave.

The use of Sick Bank time shall be subject to a preliminary disqualification period as follows:

#### APPENDIX D (Cont'd.)

- (a) For non on-the-job injury or illness, a member shall not be able to use Sick Bank time until such time as they have missed seven (7) working days. This means that they use their own accumulated sick or vacation time for the first seven (7) sick days, or if they do not have accumulated sick or vacation time, they will be granted leave without pay. Before a Sick Bank member can utilize the Sick Bank, the member must use all of his/her sick time and/or personal leave time.
- (b) If a member incurs an on-the-job injury as determined by the County or the Workers' Compensation Bureau, then the member shall be subject to the same ineligibility period as detailed in Paragraph (a) above, except that should the member not have sufficient sick time accrued to cover the full seven (7) days disqualification period, he/she shall be required to apply sick days they have to the seven (7) day period and then shall be exempt from meeting whatever remains of the balance of the seven (7) day requirement.
- (c) Sick Bank members using the Sick Bank upon return to work shall repay the Sick Bank back at the rate of two (2) hours vacation and one (1) sick time per pay period until twenty-five percent (25%) of utilized Sick Bank time has been repaid. All sick time, vacation time, and personal leave time earned while on Sick Bank shall be credited to the Sick Bank program.

A member of the Sick Bank program desiring to use Sick Bank time shall submit a request in writing to the Sick Bank Program Advisory Committee. Said request shall be accompanied by a statement from the member's doctor outlining the following:

- (a) The nature of the condition affecting the member.
- (b) The possibility of assignment to light duty.
- (c) A specific recommendation as to the member's ability to work.
- (d) An approximate duration of the time off required by the member's condition.
- (e) This information will only be used for verification of Sick Leave Bank utilization.

APPENDIX D (Cont'd.)

The request for the use of Sick Bank time and the doctor's statement shall be submitted prior to the actual use of Sick Bank time.

It has been specifically agreed by the parties that the Sick Leave Bank will only be available for illness, injury or disability for a period of six (6) months following utilization of the employee's personal sick leave accumulation. Following total utilization of total accumulation and use of Sick Leave Bank for six (6) months as controlled by the rules of this program, the disabled employee will be eligible for participation in the Long Term Disability Plan as set forth in this Agreement.

Any illness or injury involving the use of approved Sick Bank time which exceeds twenty (20) days shall require a second statement from the member's doctor indicating the four (4) items listed above.

