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12/31/2001

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COLLECTIVE BARGAINING AGREEMENT

between

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

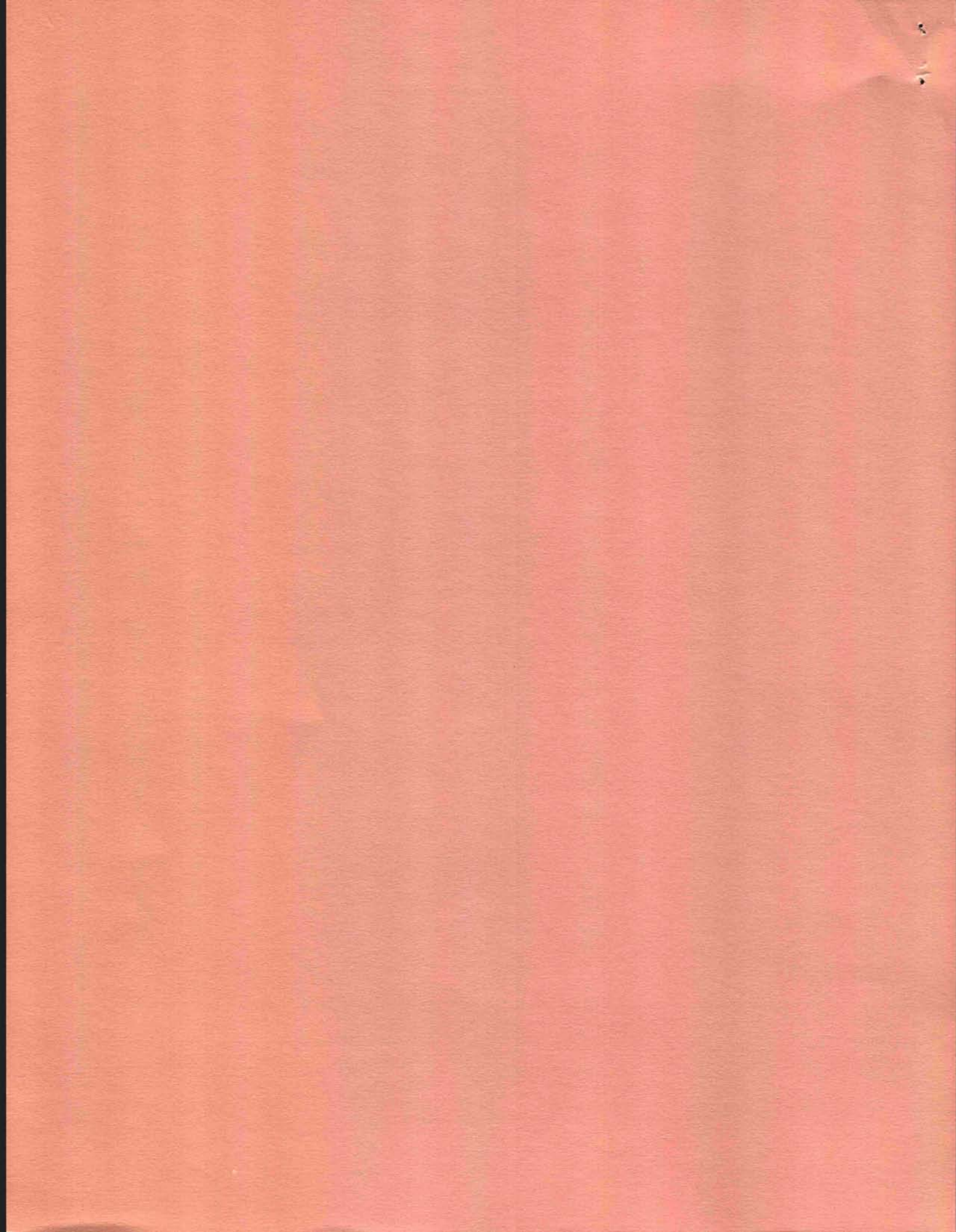
and

THE JACKSON COUNTY DEPUTY SHERIFFS' ASSOCIATION

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January 1, 1999 through December 31, 2001

*Jackson County*



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**Jackson County  
Deputy Sheriffs' Association**

**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT made and entered into as of this 21<sup>st</sup> day of March, 2000, by and between the County of Jackson and the Sheriff of Jackson County, State of Michigan (herein referred to as the "Employer") whose employees are recognized hereunder and the Jackson County Deputy Sheriffs' Association (herein referred to as the "Association").

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

**ARTICLE 1  
RECOGNITION**

**Section 1. Bargaining Unit.** The County, the public Employer under the Public Employment Relations Act, being Public Employment Relations Act No. 336 of the Public Acts of 1947, as amended, and sometimes herein referred to as the Act, hereby recognized the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the terms of this Agreement, classified as Corrections Officers, Corrections Corporals, Corrections Sergeants, Animal Control Officer(s) and Marine Officers, and excluding the Undersheriff, Captains, Lieutenants, Road Patrol Sergeants, Road Patrol Deputies and Supervisors as defined in said Act.

**ARTICLE 2  
NON- DISCRIMINATION**

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

**ARTICLE 3**  
**ASSOCIATION SECURITY AND PAYROLL DEDUCTION**

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

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

**ARTICLE 4**  
**ASSOCIATION REPRESENTATION**

**Section 1. Bargaining Committee.** The employees shall be represented by a bargaining committee of three (3) employees, which committee shall be selected in a manner determined by the employees and the Association. A non-employee representative may also be present.

**Section 2. Grievance Representation.** Reasonable arrangements will be made to allow one (1) Association representative time off with pay for the purpose of investigating grievances and to attend grievance meetings during their working hours. Association representatives shall have access to Employer premises for the purpose of investigating and adjusting any complaints therein by arranging with the Employer to visit such premises during the regular working hours, but on none of such visits shall the Association's representative members interfere with maintenance of discipline of the regular work being carried on. Association representatives will be paid for time off their job during their working hours if they have properly reported off their job to investigate and process legitimate grievances or attending Employer scheduled meetings.



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

## **ARTICLE 5 EMPLOYER RIGHTS**

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

## **ARTICLE 6 DISCHARGE AND DISCIPLINE**

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

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

**Section 3. Personnel Files.** The employee shall have the right to review his/her personnel file at any reasonable time. The employee shall be furnished a copy of any new disciplinary action entry and shall initial or sign such entry.

- a. **Use of Disciplinary Action.** Prior disciplinary action of more than twenty-four (24) months duration shall not be used in any subsequent disciplinary action nor shall the Association use any prior Employer actions exceeding twenty-four (24) months.

**Section 4. Written Statements.** Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his/her part,

the matter may first be discussed between the employee and the Sheriff. The employee shall have twenty-four (24) hours after such meeting to make the written statement.

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

**Section 6. Grievances Concerning Disciplinary Action.** Grievances concerning discharge or discipline shall be submitted within five (5) working days from the date of such discipline or discharge.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

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

- a. **Disciplinary Action Grievance.** In the event of discharge or other disciplinary action, the executed written grievance shall commence at Step 2 and be submitted directly to the Sheriff in writing.
- b. **Notification.** The Employer, through the Sheriff, shall properly notify a member of the committee assigned to review and process all grievances in his/her department in writing, concerning any discharge or substantial discipline. The discharged or disciplined employee will be allowed to discuss this action with a committee member of his/her department before being required to leave. This shall not apply to suspensions pending investigations made contemporaneously to a serious situation which is deemed to be in the best interest of the department or employee by the immediate supervisor. The immediate supervisor shall discuss the discharge or discipline with the employee and the committee member upon their request. Oral warnings need not be communicated to the committee member.
- c. **Submission of Grievance Involving Disciplinary Action.** Grievances concerning discharge or discipline shall be submitted within five (5) work days from the date of such discipline or discharge.

**Step 1. Oral Presentation to Supervisor.** An employee having a grievance shall present it orally, in the presence of a committee

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

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

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

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

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

discretion for that of any of the parties hereto, unless otherwise specifically permitted herein.

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

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

**Section 5. Retroactivity.** Any grievance under this article relating to the payment of wages shall not be retroactive beyond the date the grievance was first presented in writing to the Employer.

**Section 6. Time Limits.** Any grievance not initiated or appealed by the Association within the time limits outlined within the grievance and arbitration procedure shall be considered as settled on the basis of the last answer and shall not be subject o further review.

**Section 7. Withdrawal of Grievance.** Grievances may be withdrawn at any stage of the proceeding by a mutual consent of the parties in writing.

**Section 8. Extension of Time Limits.** The parties by mutual agreement in writing may extend any of the time periods herein before set forth.

**Section 9. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association and the affected employee shall not process the complaint through any Grievance Procedures provided for in this contract. If any employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. If an Unfair Labor Practice Charge is dismissed on the same issue due to it being covered by the collective bargaining agreement, the employee may use the contract grievance procedure. The above shall not apply if there are two (2) separate issues arising from the same incident. Employees still must adhere to the contract grievance procedure time limits.

## ARTICLE 8 PROHIBITED ACTIVITY

**Section 1. No Strike Pledge.** The Association will not authorize, sanction, cause or support a strike or work stoppage or work slow down nor will any employees or employee take part in a strike, intentional slowdown of services, picketing, boycott, work stoppage or any other interference with the Employer's services. Neither shall the Association or any employee refuse to cross any picket line by whomever established, where such refusal will interfere with or impede the performance of the employee's duties as an employee of the Employer.

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

**Section 3. No Lockout Pledge.** The Employer agrees it will not cause or sanction a lockout.

## ARTICLE 9 WORK RULES

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

## ARTICLE 10 SENIORITY

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

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

the first six (6) months of service, the probationary employee shall fall within the normal shift selection process. Permanent part-time employees shall be on probation until they have worked two thousand eighty (2080) hours.

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

**Section 4. Seniority Preference.** The Employer agrees to recognize and abide by the principle of departmental seniority in the event of layoffs, recall, shift preferences, and vacations. An employee working on any given shift shall have the preference of working at a shift over employees with less departmental seniority provided he/she has the qualifications, ability and training to immediately assume the job duties on such shift. This preference may be exercised every seven (7) full pay periods for shift assignment preference and the shift assignment preference shall be completed and posted a minimum of fifteen (15) calendar days prior to the shift preference assignment taking effect. Once such shift selection has been made, any change requested by an employee shall be at the discretion of the Sheriff. When an employee exercises preference, his/her departmental seniority shall apply to available pass days. Seniority preference for Corporals and Sergeants shall be by rank seniority.

**Section 5. Loss of Seniority.** An employee will lose seniority and his/her employment for the following reasons:

- a. He/she resigns.
- b. He/she is discharged for just cause.
- c. He/she is absent for three (3) consecutive working days without notifying the Employer without reasonable justification for the absence. After such absence, the Employer will send written notification to the employee at the employee's last known address that he/she has lost his/her seniority and his/her employment has been terminated.
- d. If the employee has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less, or does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave, leaves of absence, or vacation will be treated the same as "c." above.
- f. He/she is convicted, pleads guilty or nolo contendere to a felony; or a high court misdemeanor.
- g. Nothing shall preclude the Sheriff from taking appropriate action if an employee is convicted, pleads guilty or nolo contendere for any other misdemeanors.

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

**Section 6. New Classification.** In the event new classifications are established or new specifications are required, where the contents of the specifications are to be changed, such matters shall be bargained upon between the parties hereto prior to the establishment of such classifications and specifications.

**Section 7. Change in Classification.** Any employee subject to the terms of the agreement shall have the right to consideration of request he/she may have with respect to change in classification of his/her position. The employee shall initiate this through the regular grievance procedure.

**Section 8. Termination of Employment.** If an employee terminates his/her employment either by quitting and/or withdrawing their retirement contributions and subsequently are rehired, all seniority rights, vacation eligibility, and salary positions are forfeited. However, by refunding their retirement contributions, their retirement benefits only will be reinstated.

**Section 9. Transfer Out of Bargaining Unit.** If an employee is transferred to a position where he/she is no longer a member of the bargaining unit, his/her seniority shall continue to accumulate for a period of thirty (30) days, and thereafter, be frozen and he/she shall no longer accumulate any additional seniority. If an employee is returned to the bargaining unit, his/her seniority shall be reinstated to the same position it was at the time his/her seniority was frozen. A demoted employee shall be able to return to a position within the bargaining unit based upon his/her bargaining unit seniority.

## **ARTICLE 11 LAYOFF AND RECALL**

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

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

Marine deputies and animal control officers shall be exempt and may not be bumped. Marine deputies and animal control officers may not exercise seniority rights for

bumping purposes in the event of marine patrol and/or animal control reductions. Marine deputies and animal control officers shall have no seniority rights except within their class titles. Other employees may not displace marine deputies or animal control officers in the event of layoff.

**Section 3. Demotion in Lieu of Layoff.** Upon being laid off, a Corporal or Sergeant, if he/she so requests, shall in lieu of layoff, be demoted within the classification from which promoted within this bargaining unit, provided he/she has more bargaining unit seniority than the employee being displaced.

**Section 4. Recall Procedure.** When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by certified mail. If any employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit. An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

## **ARTICLE 12 LEAVES OF ABSENCE**

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

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

**Section 2. Extended Leaves of Absence Without Pay.** In the event extended leaves are desired, these must be approved not only by the Sheriff but also by the Personnel and Finance Committee of the Jackson County Board of Commissioners after due notice to the Association. Such leaves may be for a period of six (6) months, and during such period, the employee will continue to accumulate seniority.

- a. **Seniority Continued.** Continuous seniority requires regular full-time employment. Leaves of absence of less than six (6) months shall not interrupt service.



- b. Same Salary Schedule. Employees returning from leaves of absence of less than six (6) months shall continue the same salary schedule. When they have been on leave longer than six (6) months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous employment record.

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

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

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

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

**Section 4. Military Leave of Absence.** Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. (A maximum of two (2) weeks per year.) An additional period of up to two (2) weeks may be allowed if the employee is called up for special duty under the Federal or State Law.

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

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

## **ARTICLE 13 SICK LEAVE**

**Section 1. Rate of Accumulation.** Effective the 1<sup>st</sup> of the month following ratification of this agreement by the parties, each full-time employee shall earn sick leave of five (5) hours with pay for each completed month of service. Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted to full-time employees.

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

**Section 2. Accumulation.** Unused sick leave shall be accumulated up to nine hundred sixty (960) hours which can be used for sick leave purposes.

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

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

**Section 4. Notification.** An employee who is absent from duty shall report the reason to his/her supervisor prior to the time of absence when possible, and failure to do so within a reasonable time may be cause for denial of sick leave. All unauthorized and unreported absences shall be considered absences without pay and deduction of pay shall be made for the period of absence.

**Section 5. Use in Connection with Workers' Compensation.** An employee on sick leave shall inform his/her immediate superior of the fact and the reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence, provided, however, that in the event

that any employee shall be drawing Workers' Compensation, he/she shall not be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid Workers' Compensation benefits.

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

The makeup pay to make the Workers' Compensation pay equivalent to the employee's take-home pay shall be limited to the period of twenty-six (26) weeks, or during the period Workers' Compensation pay is due, whichever is less, such pay shall not be chargeable to sick leave, if absence is due to compensable injury, but only for the below thirteen (13) reasons. If absence is not due to compensable injury, it shall be chargeable to sick leave.

1. An assault.
2. Crashes while a passenger or driver of a conveyance.
3. While attempting to detain or take individuals into custody.
4. Attempting to quell a riot or disturbance.
5. Attempting a rescue.
6. While performing a first-aid function.
7. Conducting a search.
8. Firearms injury.
9. Authorized training which places the employee at a risk of physical injury.
10. Prisoner transports.
11. Supervising work details.
12. Emergency evacuations and fire suppression.
13. Infectious diseases caused by prisoners.

For illness or injury other than those outlined above, employees with accrued sick leave may elect to draw a portion of same while drawing Workers' Compensation an amount which, when added to their Workers' Compensation payment, will not exceed their regular take-home pay at the time of their injury. This supplement would commence upon receipt of workers' compensation benefits and/or the period prior to commencement.

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

**Section 7. Payment Upon Termination, Retirement, Death.** Unused sick leave, up to 50% of 960 hours, upon the employee's resignation, retirement or death shall be paid to the employee [max of 480 hours].

**Section 8. Reinstatement of Sick Leave if Recalled Within Eighteen (18) Months.** An employee who is laid off from his/her position for reasons that are not discreditable

to him/her may, if reappointed within eighteen (18) months, have available for his/her necessary use any unused sick leave existing at the time of his/her layoff.

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

**Section 10. Verification of Sick Leave.** Sick leave with pay in excess of three (3) consecutive working days for reason of illness or injury shall be granted only after presentation of a written statement by a reputable physician, if requested by the Sheriff, certifying the employee's condition which prevented him/her from performing the duties of his/her position. An employee may be required to establish illness or injury with medical verification when using sick leave when the Employer suspects improper use or a pattern of abuse.

**Section 11. Long Term Disability.** Effective the 1<sup>st</sup> of the month following ratification of this agreement by the parties, the Employer will provide LTD starting the first (1<sup>st</sup>) day of injury and eighth (8<sup>th</sup>) day of illness to last fifty-two (52) weeks at sixty six and two thirds (66 2/3) of the employee's base rate of pay (no overtime, no premium, etc.). Health care coverage will continue for employees on LTD. LTD must be supplemented by the employee's accrued time off (i.e. sick, vacation and personal leave). There will be no accrual of vacation leave, sick leave and holiday pay during periods of LTD. The use of LTD is subject to Employer required medical verification.

## **ARTICLE 14 PERSONAL LEAVE DAYS**

**Section 1. Personal Leave.** Effective the 1<sup>st</sup> of the month following ratification of this agreement by the parties, an employee with seniority shall be entitled to seven (7) personal leave days each year with pay which may be taken in intervals of not less than two (2) hours. Personal Leave will be credited on the employee's anniversary date; personal leave will be prorated during the transition period. Personal leaves shall not be accumulated.

Other leaves granted for personal reasons such as funerals, illness in the family, etc., shall not be deducted from the employee's sick leave and is without pay unless taken under the provisions of Article 13, Section 3 above.

New hires shall be credited with seven (7) personal leave days upon hire; however, Personal Leave will not be available for use until completion on ninety (90) working days.

## **ARTICLE 15 FUNERAL LEAVE**

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

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

**Section 2. Others.** Employees serving as pallbearers, or attending the funeral of a grandchild, sister-in-law, brother-in-law, aunt, uncle, stepfather, stepmother, or a stepchild not a member of the employee's household, will be allowed one funeral day with pay. Any leave in excess of three (3) days shall be without pay unless taken under the provisions of Article 13, Section 3.

## **ARTICLE 16 JURY LEAVE**

**Section 1. Pay.** Full-time employees who are called to serve on jury duty during scheduled work hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that the employee is able to return to perform at least two (2) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

## **ARTICLE 17 VACATIONS**

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

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

**Section 2. Vacation Carry-Over.** Vacation pay shall not be accumulated and in the event an employee fails to request a vacation leave or does not take his/her vacation

when requested during the calendar year, he/she will take a vacation when directed by the Sheriff. If he/she fails to take a vacation when directed, he/she shall forfeit his/her vacation pay. Employees have the right to carry over forty (40) hours of vacation time past a respective date.

**Section 3. Request for Vacation.** Vacation leave requests shall be submitted by the employee to the Employer no later than fifteen (15) days prior to the beginning of each scheduled shift change. Such vacation requests shall be authorized within five (5) days after the shift change commences. Vacation requests made at any time other than specified herein shall be authorized subject to the operational requirements of the department on the basis of the order in which the requests were submitted to the Employer.

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

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

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

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

## ARTICLE 18 HOLIDAYS

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

New Years' Day	Lincoln's Birthday
Independence Day	Washington's Birthday
Memorial Day	Labor Day
Veterans' Day	Columbus Day
Thanksgiving Day	Christmas Day

**Section 2. Eligibility for Holidays.** Employees to be eligible for holiday pay have to be employed for ninety (90) days and must have been regularly working prior to and following the holiday, or have been laid off or on sick leave during the work week in the week in which the holiday falls. Employees who have accepted holiday work

assignments and fail to report for work without cause acceptable to the Employer shall not receive pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday after agreement by the Sheriff and the Association will receive time and one-half (1-½ ) pay for each hour worked on that holiday, in addition to holiday pay for all hours worked on that holiday. The Sheriff may designate that a portion of the work force be given any holiday off with pay. If the work force is to be reduced on any scheduled holiday, said employees shall be given two (2) weeks' notice unless extenuating circumstances exist.

## **ARTICLE 19 HOURS, OVERTIME AND WORK WEEK**

**Section 1. Work Week.** The hours of work for all employees subject to this Agreement are eighty (80) hours per two (2) week pay period, and shall be rescheduled every seven (7) full pay periods by the Sheriff. Employees who worked more than such hours during each period and are so authorized in advance, shall be compensated on a time and one-half (1 ½ ) basis as specified below.

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

- a. Blocks of time shall generally be four (4) hours; however, they shall not be construed as limiting the Employer to only four (4) hour blocks in unusual circumstances.
- b. The first four (4) hours shall be assigned to the least senior regularly scheduled employee on duty.
- c. The remaining four (4) hours will be assigned to the least senior regularly scheduled employee on the shift following. If the least senior employee cannot be contacted, the next employee with the least seniority who is regularly scheduled on the following shift shall be contacted, ect.
- d. In the event no employees who are regularly scheduled to a shift can be reached, and in the event no employees who are regularly scheduled to the following shift can be reached, the Employer may call in the least senior employee and move up the list until the vacancy is filled.
- e. Employees will not be ordered in on personal, sick or vacation days unless other employees are not available or if in the case of emergency.

- f. Employees will not be ordered to work more than sixteen (16) hours in any twenty-four (24) hour period unless there is an emergency.
- g. Nothing in this subsection shall be construed as limiting other provisions of this contract.

**Section 3. Compensation for Overtime Work.** Time and one-half (1-1/2) will be compensated for over eight (8) hours per day within a twenty-four (24) hour period commencing with the employee's first regular scheduled shift based on the schedule at the beginning of the shift change period. Employees shall be compensated for authorized overtime by payment at time and one-half (1-1/2) unless mutually agreed by the Sheriff and employee to take compensatory time in lieu of overtime payment at time and one-half (1-1/2). Only such hours as worked in excess of forty (40) hours of work per week as set forth herein shall be so compensated.

**Section 4. Compensatory Time.** This must be utilized within the calendar year except that a maximum of forty (40) hours may be carried over to the following calendar year. Any excess will be lost unless the employee has sought to use it on a continuing basis commencing a minimum of ninety (90) calendar days prior to the following calendar year and is prohibited from doing so. The Employer may direct payment at any time when accrued compensatory time is in excess of forty (40) hours at the time when overtime is worked.

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

**Section 6. Court Time.** Officers subpoenaed into any Court or official hearing during off-duty hours shall receive, effective after the execution of this agreement in 2000, a minimum of two (2) hours call back pay at the rate of time and one-half (1 ½) their regular hourly rate of pay in lieu of fees and mileage.

Officers subpoenaed for civil infraction hearings shall receive a minimum of two (2) hours call back pay at the rate of time and one-half (1 ½) their regular hourly rate of pay or pay at the rate of time and one-half (1 ½) for the actual time spent in said hearing, whichever amount is greater.

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

**Section 7. Assignments to a Higher Classification Pay.** Employees assigned for eight (8) consecutive hours to a Sergeant or Corporal position will receive pay at a step on the Sergeant or Corporal scale that results in a pay increase.



**ARTICLE 20  
WAGES AND CLASSIFICATIONS**

**Section 1. Wage Rates.**

**1999.** As of January 1, 1999- a three percent (3%) increase in wages across the board as set forth in Schedule A. Wage increases are only retroactive for employees employed on the date of ratification by the parties.

**2000.** As of January 1, 2000- a three percent (3%) increase in wages across the board as set forth in Schedule B. Wage increases are only retroactive for employees employed on the date of ratification by the parties.

**2001.** As of January 1, 2001- a three point two five percent (3.25%) increase in wages across the board as set forth in Schedule C.

**Section 2. Hourly Basis.** Regular employees and part-time employees shall be paid their compensation on an hourly basis.

**ARTICLE 21  
SHIFT PREMIUM**

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

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

**ARTICLE 22  
MILEAGE AND PARKING**

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

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

**ARTICLE 23  
UNIFORMS**

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

required such as badges, guns and holsters. Equipment will be replaced on a direct exchange basis when necessary. Uniforms will be original issue.

**Section 2. Cleaning Allowance.** In December, 2000, the Employer shall provide a cleaning allowance of two hundred dollars (\$200.00) for the balance of the year 2000. Effective December, 2001, the Employer shall annually provide a cleaning allowance of four hundred dollars (\$400.00) for the period 1/01 to 12/01. This allowance shall include reimbursement for approved footwear. The payment shall be made in December of every year. If an employee quits or is terminated or goes on leave of absence during the year, the Employer shall prorate the allowance on the basis of the amount of time worked during such year. If an employee retires, he/she shall receive a prorated amount. This cleaning allowance shall be paid to all members of the unit. New employees shall receive a prorated portion of the cleaning allowance based on the amount of time worked in the calendar year.

## **ARTICLE 24 INSURANCE**

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

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

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

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

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

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

**Section 4. Dental/Optical/Medical Reimbursement.** Effective the 1<sup>st</sup> of the month following ratification of this agreement by the parties, the Employer shall establish a reimbursement account for each full-time employee up to five hundred (\$500) dollars annually for uninsured dental/optical/medical expenses. This amount may be used by the employee for reimbursement of dental, optical and medical expenses pursuant to IRS regulations for the employee, his/her current spouse, and the employee's children under the age of nineteen (19) and residing with the employee. Current balance in the account must be used by April 1, 2000 or will be lost. A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed by the provider performing the service. Such billing shall specify the service performed and the date of the service. Any balance remaining in the account upon termination shall be forfeited. Employees to be entitled to dental/optical/medical reimbursement have to be employed for ninety (90) days and must have been regularly working.

**Section 5. Hospital and Medical Coverage/Retirees.** Effective the 1<sup>st</sup> of the month following ratification of this agreement by the parties, hospital and medical coverage provided by the employer will continue for employees retiring from the Sheriff's Department with fifteen (15) or more years of service with the Sheriff's Department, excluding service credit attributable to another municipal employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year to year basis and upon the terms and conditions stated by the County. Coverage for employees retiring with less than fifteen (15) years of Jackson County Sheriff's Department Service will be funded by the County as follows:

Fourteen (14) years	95%
Thirteen (13) years	90%
Twelve (12) years	85%
Eleven (11) years	80%
Ten (10) years	75%

Employees must have fifteen (15) or more years of service attributable to Jackson County Sheriff's Department to receive Employer funded spousal coverage.

Employees who are full-time at the time of ratification and who have eight (8) or more years of service at the time this agreement is ratified, will be grandfathered under 1/96 – 12/98 contract provisions.

In the event of a Duty Disability retirement, the spouse will be covered for health insurance if the disability is as a result of the following:

1. An assault
2. Crashes while a passenger or driver on a conveyance.
3. While attempting to detain or take individuals into custody.
4. Attempting to quell a riot or disturbance.
5. Attempting a rescue.
6. While performing a first-aid function.
7. Conducting a search.
8. Firearms injury.
9. Authorized training which places the employee at a risk of physical injury.
10. Prisoner Transports.
11. Supervising work details.
12. Emergency evacuations and fire suppression.
13. Infectious diseases caused by prisoners.

Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits.

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

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

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

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of that date, all benefits payable by the Employer shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplemental to such coverage. In the event the name of any of the coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

## ARTICLE 25 RETIREMENT

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

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

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

The Employer will make contributions to the Retirement System in the amounts recommended by the actuarial study approved by the Jackson County Employees' Retirement System Board of Trustees. Employees shall pay the cost in excess of 1.77% of compensation to allow employees to retire at any age with twenty-five (25) years or more of service in addition to the cost noted above. Employee contributions to the Retirement System will be made through payroll deduction.

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

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

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

**Section 3. Pension.** Effective January 1, 2000, the Employer shall provide for a pre-tax mechanism as permitted under Internal Revenue Service rules for the employees' portion of retirement costs.

## **ARTICLE 26 VEHICLES, SAFETY, AND PATROLS**

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

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

## **ARTICLE 27 BULLETIN BOARDS**

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

## **ARTICLE 28 LONGEVITY**

**Section 1. Plan.** A longevity compensation plan based on the total base salary of the employee is hereby established. The longevity compensation provides that the

employee shall receive two percent (2%) of his/her base salary at the commencement of seven (7) years of service with the Employer.

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

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

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

Longevity compensation shall be paid the first pay period of December of each year.

## **ARTICLE 29 VALIDITY**

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

## **ARTICLE 30 ENTIRE AGREEMENT**

**Section 1. Agreement.** The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in the Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the contract.

## **ARTICLE 31 PROMOTIONAL PROCEDURES FOR CORPORALS AND SERGEANTS**

**Section 1. Definition.** The purpose of a promotional system for Corporals and Sergeants of the Jackson County Sheriff's Department is to establish a system for promotion for the position of Corporals and Sergeants.

**Section 2. Program.** This program involves the upward movement of selected personnel from within the Department. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the promotional procedure. This rule applies to every position from Deputy through Sergeant.

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

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

- a. Written Exam: 60 points. An applicant must score in the top seventy percent (70%) of the exam group in order to take the oral board.
- b. Performance Evaluation: 40 points.
- c. Oral Board: 40 points.
- d. Seniority: Up to a maximum of five (5) points. Seniority points are given at the rate of one half (1/2) point per year beginning with the fifth (5<sup>th</sup>) year through the fifteenth (15<sup>th</sup>) year with a maximum of five (5) points.
- e. Performance evaluation shall be the average score from the two (2) most current evaluations for each employee.
- f. Two (2) points for Associate Degree, four (4) points for BA, five (5) points for Master Degree or above. Points do not accumulate for different degrees.

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

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

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



**Section 7. Trial Period.** Commencing with the first full pay period following promotion, the promoted employee shall receive the rate of the new rank or classification which results in an increase if already employed by the Sheriff's Department. Promoted employees shall be on a trial period of one hundred eighty (180) days of work immediately following promotion. During such trial period, the Sheriff may demote the employee to his/her former rank or the employee may, of his/her own volition within sixty (60) calendar days, request in writing to be relieved of his/her new classification or rank and be returned to his/her former classification or rank. After completion of the trial period, an employee may be demoted for just cause.

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

**Section 9. Eligibility for Promotion.**

**Corporal.** A Corrections Officer must have three (3) years of continuous experience in the Department.

**Sergeant.** A Corrections Officer must have three (3) years of continuous experience as Corporal to be eligible for promotion to Sergeant.

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

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

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

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

**Section 13. Qualifications.** In the event, subject to Section 10 above, eligible employees who take the exam for a promotion do not qualify, the Employer reserves the right to decrease the eligibility from three (3) years to two (2) years. In the event those persons with two (2) years experience are unable to be qualified, by virtue of the exam process, the Employer and the Association agree that if those events occur, then the Employer may go outside the bargaining unit to fill promoted vacancy.

## **ARTICLE 32 PART-TIME EMPLOYEES**

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

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

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

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

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

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

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

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

**Section 9. Full-Time Openings.** The Sheriff reserves the right to transfer full-time employees to full-time openings prior to consideration to part-time employees. In the event that full-time employees are not transferred or assume the full-time vacancy, qualified part-time employees shall be given priority before new hires, subject to the remainder of this Article.

**Section 10. Casual Employees.** A casual employee is one who is called to work as needed. However, such employee shall not work more than three hundred ninety (390) hours in a fifty-two week period. Such employees shall have no seniority status and have no rights under the provisions of this Agreement. There shall be no more than two (2) casual employees at any one time performing bargaining unit work.

**ARTICLE 33  
RESIDENCY POLICY**

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

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

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

**ARTICLE 34  
DURATION**

This Agreement shall become effective as of the 1<sup>st</sup> day of January, 1999, unless otherwise noted. It shall remain in full force and effect until December 31, 2001. Notices shall be given in writing and shall be sent to the Association addressed to their chairperson of the bargaining committee at such place as he/she shall designate. Notice to the Employer is sufficient if given to the County Human Resources Director at the Jackson County Building, Jackson, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 21<sup>st</sup> day of March, 2000.

**JACKSON COUNTY DEPUTY  
SHERIFFS' ASSOCIATION**

*Rh. Elmer*  
*D. Peck*  
*Gloria J. Sieminski*  
\_\_\_\_\_  
\_\_\_\_\_

**JACKSON COUNTY**

*Betty J. McForest*  
*Kenneth Beardslee*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SHERIFF HENRY C. ZAVISLAK**

*Henry C. Zavislak*



**SCHEDULE A**  
January 1, 1999\*

	Start Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Corrections Officers	\$13.34 \$27,747.20	\$14.94 \$31,075.20	\$15.44 \$32,115.20	\$16.19 \$33,675.20	\$17.43 \$36,254.40	\$18.84 \$39,187.20
Marine Patrol	\$13.67 \$28,433.60	\$15.31 \$31,844.80	\$15.82 \$32,905.60	\$16.59 \$34,507.20	\$17.86 \$37,148.80	\$19.32 \$40,185.60
Animal Control Officers	\$11.73 \$24,398.40	\$12.74 \$26,499.20	\$13.69 \$28,475.20	\$14.39 \$29,931.20	\$14.95 \$31,096.00	\$16.04 \$33,363.20
Corporals					\$17.97 \$37,377.60	\$19.36 \$40,268.80

\* Wage increases are only retroactive for employees employed on the date of ratification by the parties and for persons who retire from January 1, 1999 to the date of ratification.

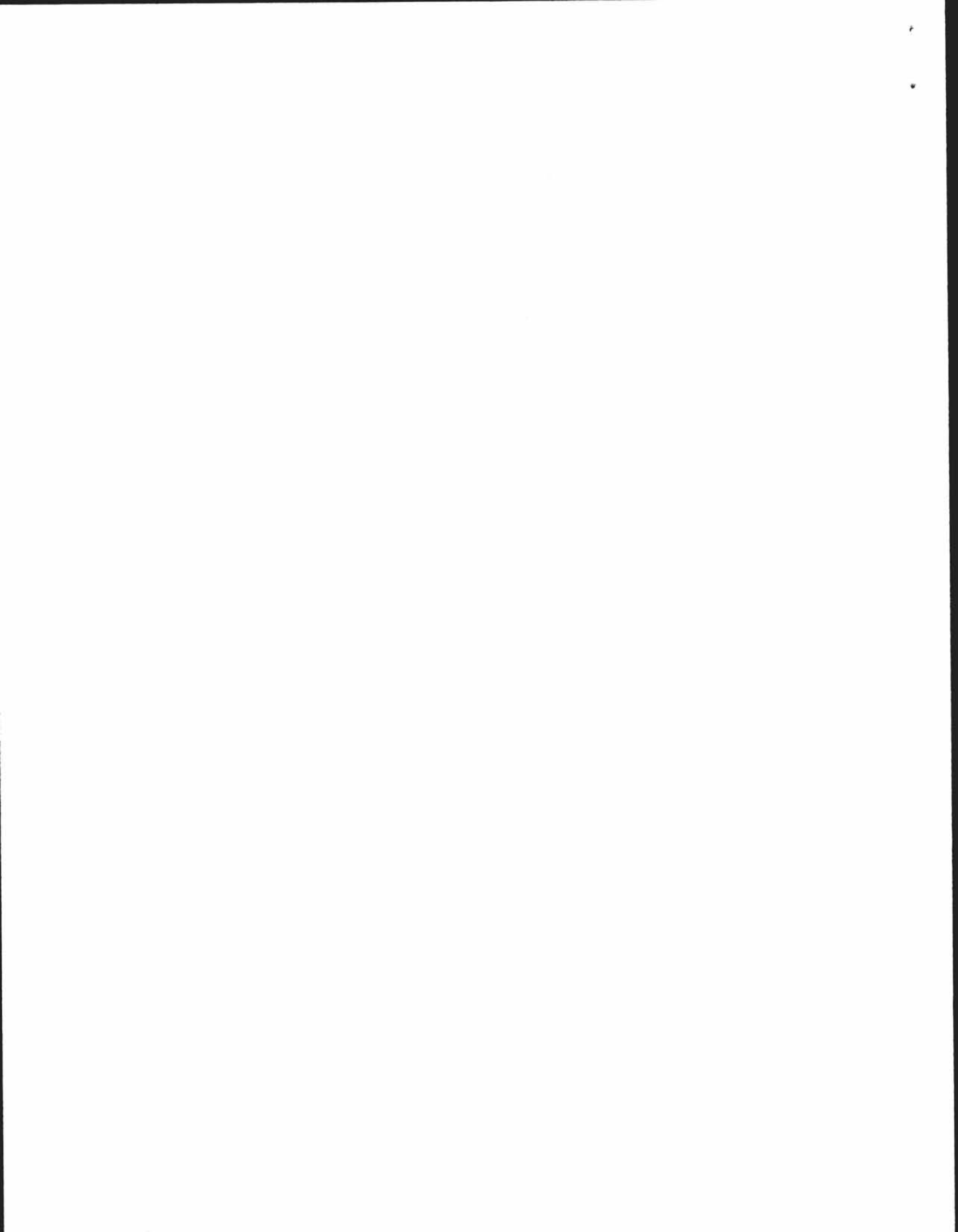
**SCHEDULE B**  
January 1, 2000 \*

	Start Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Corrections Officers	\$13.74 \$28,579.20	\$15.39 \$32,011.20	\$15.90 \$33,072.00	\$16.68 \$34,694.40	\$17.95 \$37,336.00	\$19.41 \$40,372.80
Marine Patrol	\$14.08 \$29,286.40	\$15.77 \$32,801.60	\$16.29 \$33,883.20	\$17.09 \$35,547.20	\$18.40 \$38,272.00	\$19.90 \$41,392.60
Animal Control Officers	\$12.08 \$25,126.40	\$13.12 \$27,289.60	\$14.10 \$29,328.00	\$14.82 \$30,825.60	\$15.40 \$32,032.00	\$16.52 \$34,361.60
Corporals					\$18.51 \$38,500.80	\$19.94 \$41,475.20

\* Wage increases are only retroactive for employees employed on the date of ratification by the parties and for persons who retire from January 1, 1999 to the date of ratification.

**SCHEDULE C**  
January 1, 2001

	Start Rate	1 Year	2 Years	3 Years	4 Years	5 Years
Corrections Officers	\$14.19 \$29,515.20	\$15.89 \$33,051.20	\$16.42 \$34,153.60	\$17.22 \$35,817.60	\$18.53 \$38,542.40	\$20.04 \$41,683.20
Marine Patrol	\$14.54 \$30,243.20	\$16.28 \$33,862.40	\$16.82 \$34,985.60	\$17.65 \$36,712.00	\$19.00 \$39,520.00	\$20.55 \$42,744.00
Animal Control Officers	\$12.47 \$25,937.60	\$13.55 \$28,184.00	\$14.56 \$30,284.80	\$15.30 \$31,824.00	\$15.90 \$33,072.00	\$17.06 \$35,484.80
Corporals					\$19.11 \$39,748.80	\$20.59 \$42,827.20



**JACKSON COUNTY DEPUTY SHERIFFS' ASSOCIATION  
and JACKSON COUNTY and JACKSON COUNTY SHERIFF**

**Letter of Understanding**

Tuition Reimbursement

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

For the Employer:

For the Association:

  
\_\_\_\_\_  
Sheriff Henry C. Zavislak

  
\_\_\_\_\_  
Rh. E. V. J.

Dated: 3-21-06

Dated: 5/30/06

