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AGREEMENT

COUNTY OF KALAMAZOO and the
SHERIFF OF THE COUNTY OF KALAMAZOO

- and -

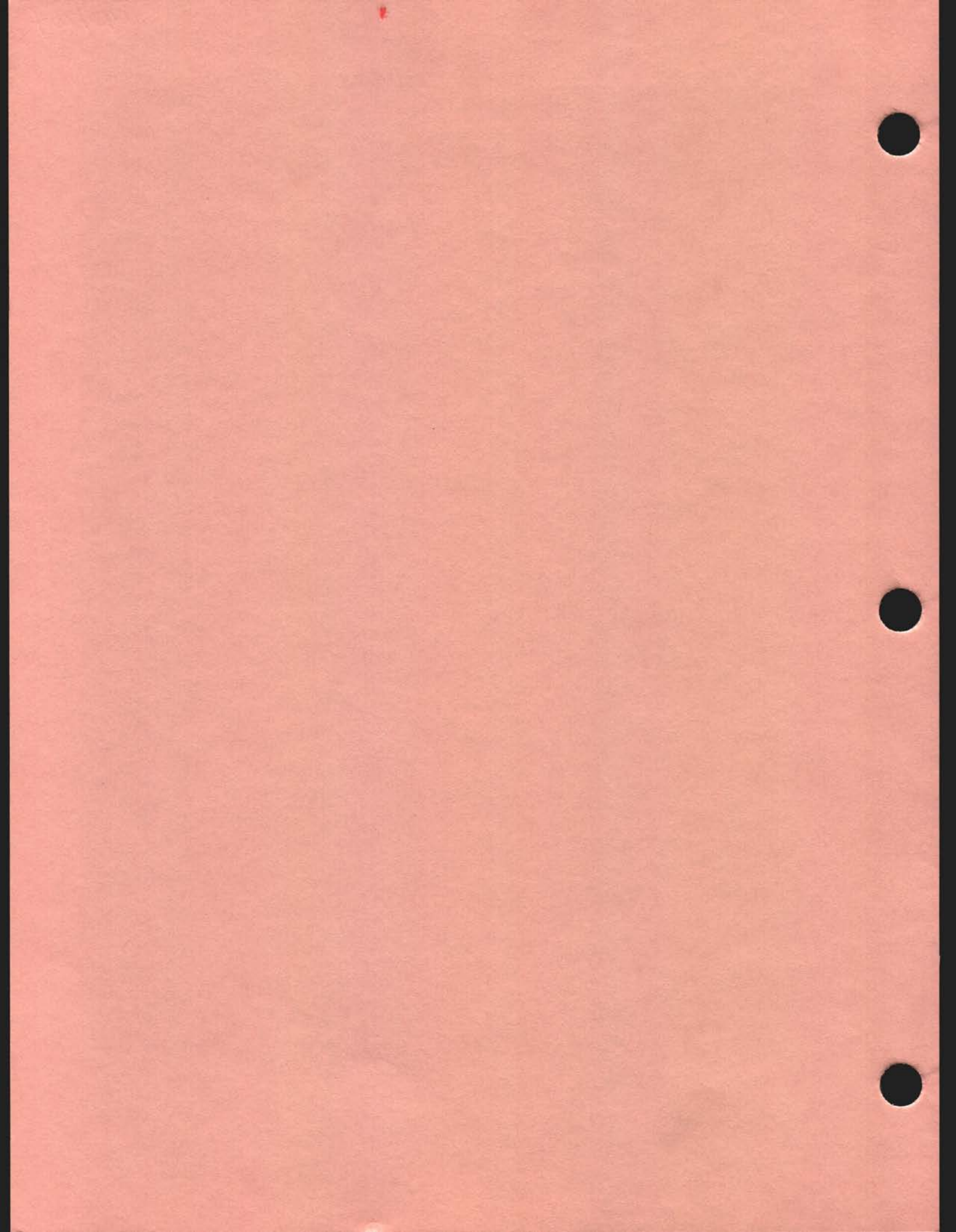
KALAMAZOO COUNTY SHERIFF'S
DEPUTIES' ASSOCIATION

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

Effective January 1, 2003 through December 31, 2004

Kalamazoo County





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AGREEMENT

THIS AGREEMENT entered into as of the 1st day of January, 2003, by and between the COUNTY OF KALAMAZOO and the SHERIFF OF THE COUNTY OF KALAMAZOO, hereinafter referred to as 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: Pay day 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 pay at the employee's straight time rate of pay at the time the employee takes his/her vacation and shall include any shift differential that the employee was earning at the time he/she takes 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.

(i) 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 or 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 with 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 the current Blue Choice plan 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 Blue Cross & Blue Shield of Michigan. The basic provisions of this plan are set forth in Appendix E. The Employers shall pay the monthly premium rate for the \$5.00/\$10.00 Blue Cross/Blue Shield Preferred Rx Plan prescription drug rider for each participating employee and/or his/her dependents. The plan will replace the existing prescription plan on March 1, 2000. Effective November 1, 2003 or as soon thereafter as possible, the \$5.00/\$10.00 prescription drug rider will be replaced with a \$10/\$20 Blue Cross/Blue Shield Preferred Rx Plan prescription drug rider.

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.

Employees may elect to waive health insurance coverage under the Employer's health insurance plan by giving the Employer written notice of their desire to waive health insurance coverage at least thirty (30) days prior to the first day of the month the employee desires to waive his/her insurance coverage by signing the appropriate waiver form.

Employees who waive health insurance coverage shall receive a \$104.17 per month payment in lieu of-receiving health insurance coverage from the Employer for each full month the employee is not covered by the Employer's health insurance plan. Said payment is to be made on the second pay date of each month in the employee's regular paycheck. Employees who have waived the Employer's health insurance coverage may re-enter the plan at open enrollment or if they experience a qualified change in status, including a change in family status as defined in the proposed Treasury Regulations plus the permitted election changes from new final and temporary Treasury regulations.

Health insurance benefits for employees called involuntarily into military reserve duty will be continued for the duration of the employee's involuntary activation.

The Employers will pay the monthly insurance premium for part-time employees in accordance with the following schedule:

20 – 22.4 hours worked per week = 50% of the insurance premium

22.5 – 29.9 hours worked per week = 75% of the insurance premium

30 or more hours worked per week = 100% of the insurance premium

Section 2: The employer shall make available the Blue Cross-Blue Shield Dental Plan with benefit level RC/25/50, 1 MBL 1000 OS/50/1000 more specifically described in the Blue Cross/Blue Shield Plan description. The Employer shall pay the full cost of this dental

Section 3: The Employers shall maintain the group life insurance coverage for all bargaining unit employees in an amount of twenty-thousand (\$20,000) dollars.

Section 4: The Employers shall make available the basic Blue Cross-Blue Shield optical plan with the FLVSA rider. 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: Effective May 9, 1997 each regular full-time employee of the Sheriff shall accrue four (4) hours with pay as sick leave for each completed biweekly 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.

(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.

(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's or doctor's appointments when such appointments cannot be scheduled other than during the employee's normal work hours when the employee's absence from work is two (2) hours or less. Once an employee has had total absences of eight (8) hours for such dentist's or doctor's appointment during a calendar year, all future absences during that year resulting from dentist's or doctor's appointments will be charged to the employee's individual sick leave count.

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 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.

Section 5: Employees classified as clerk typist II or other clerical employees who normally work a Monday through Friday work schedule and who are required to be on standby duty on Saturdays, Sundays and/or holidays shall receive two (2) hours pay at time and one-half (1-1/2) their regular hourly rate for each day they are required to be on standby duty. When a standby employee is called in to work, he/she shall be paid 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, in addition to the standby pay.

Section 6: For each full shift that a Deputy is assigned to serve as a Field Training Officer, he/she will accrue one (1) hour of personal leave time.

Section 7: When a Deputy is assigned to work as the Officer in Charge, he/she will receive one (1) hour of his/her rate of pay as a Deputy at the time and a half rate for each shift served as the Officer in Charge. The Employers continue to have the right to assign employees as Officers in Charge.

ARTICLE VIII - SHIFT DIFFERENTIAL

Section 1: Employees who work in the classifications of F16B, F17, F19, F21, F22 or F23 and who are assigned, by virtue of shift bidding or transfer, to the 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 (2%) percent of their base hourly compensation for all hours of work on whatever shift while assigned to such shift. Employees in the five (5) specified classifications who work on any shift, by virtue of shift bidding or transfer, 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 (1%) percent of their

base hourly compensation for all hours that said employee works on whatever shift while assigned to said shift. Said shift premium shall be added to their hourly rate for the purpose of calculating overtime, pension, longevity, compensatory time, sick leave, vacation and personal leave days. Employees who are assigned by virtue of shift bidding or transfer, to a shift which commences on or after 6:00 a.m. but before 12:00 p.m. shall not be entitled to any shift differential no matter what hours they may work during the time that they are assigned to such aforementioned shift.

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 Eve, Christmas Day, President's Day, Veteran's Day, one-half day Good Friday and Presidential and Gubernatorial 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: Shift employees (e.g. employees that work within units that bid for shifts) 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 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 to work on a holiday and employees who sign up 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 fifty-two (52) 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 fifty-two (52) 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 fifty-two (52) week period. Following said fifty-two (52) week period, employees who are still unable to return to work may elect to use their unused accumulated sick leave credits, comp time, vacation time, personal time or, if participating in the sick bank, sick bank credits to make up the difference between their

workers compensation benefits and their regular pay. If an employee chooses to supplement his/her workers' compensation benefits in this manner, he/she must utilize his/her accruals in the following order: 1) sick leave; 2) comp time; 3) vacation time; and 4) personal time.

Section 2: 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: An employee 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 Employer's Grievance Committee consisting of the Sheriff, Undersheriff, and Human Resources 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 committee person (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 Fifty (\$850.00) Dollars per year. The Employers shall assume the full responsibility for all cleaning, laundry, and maintenance of 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 - LEAVE OF ABSENCE

Section 1: Leave 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 leave 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. The three (3) personal leave days shall be credited to Employees on January 1 of each year. Employees hired at any time from January 1 through April 30th of a given year shall also be credited with three (3) personal leave days with pay as of the date of their hire. Employees hired at any time from May 1 through August 31 of a given year shall be credited with two (2) personal leave days, with pay, as of the date of their hire. Employees hired at any time from September 1 through December 31 of a given year shall be credited with one (1) personal leave day, with pay, as of the date of their hire. 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. Payment for a personal leave day taken shall include any shift differential that the employee was earning at the time he/she takes personal leave. Employees shall be allowed to carry over unused personal leave time from year to year. When personal leave time is carried over from one year to the next, the personal leave time shall be converted to holiday leave time (i.e., compensatory time).

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 leave, accident leaves, suspension or for any other type of leave of absence with 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.

(b) When an employee who had been previously employed by the County and/or the Sheriff's Department and left said employment is rehired into this bargaining unit, his/her prior service as a regular employee will be credited to him/her upon completion of his/her probationary period. This modified service will be used for bonus vacation and longevity purposes only.

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 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. An employee's seniority shall be terminated if he/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.

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 do not hold the classification may apply for such job or 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) Whenever a vacancy in the lieutenant classification, except the Director of Emergency Management Position, is filled or an additional lieutenant position is created and thus needs to be filled, no person shall be eligible to compete for said lieutenant's position unless said person has at least five (5) years employment with the Kalamazoo County Sheriff's Department and has been a member of the Kalamazoo County Sheriff's Deputies

Association for at least five (5) years immediately prior to being promoted or placed into the lieutenant position.

Section 6: Whenever any Sergeant position is to be filled, the candidate selected shall be from the Sergeants' 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, Polygraph Sergeants and Lab Sergeants, for whom different examinations will be given. All applicants who pass the written examination shall continue in the process and take the oral interview. The passing score on the written examination will be determined on the basis of which of the following three methods produces the highest number of candidates:

- (i) a minimum test score of 70%;
- (ii) the top 50% of all test scores; or
- (iii) the six (6) highest test scores.

(b) For the Sergeant promotional roster, four (4) individuals who passed the written and oral examinations 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 Human Resources Director.

(c) All written examinations shall be conducted by the Human Resources Director 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 Human Resources Director 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 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 start on February 15 and August 15 of each year. The new shift assignments must be posted by

March 15 and September 15 each year. The new shift assignments will take effect the first day of the first pay period of April and October each year.

(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. 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. Such bidding shall start on February 15 and August 15 of each year. The new shift assignments must be posted on or before March 15 and September 15 of each year. The new shift assignments will take effect the first day of the first pay period of April and October each year.

(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) 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 grievance.

(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.

Section 13: Officers (Deputies and Sergeants) who apply for temporary transfer (as provided in Article XXIII, Section 1) for the Jail Division or Uniformed Services Section (U.S.S.) or exercise their seniority to

apply for transfer from the Jail Division or U.S.S. (as provided in Section 12 above) shall be subject to the following training requirements.

- (a) Officers who have successfully completed training in the Jail Division and the U.S.S. under either the previous Traffic and Patrol Division training or U.S.S. Field Training Officer (FTO) program shall be eligible for temporary transfer or transfer without going through an FTO training program.
- (b) Officers who are not FTO trained under Section 13(a) above must first successfully complete the U.S.S. and the Jail Division FTO program under transfer or temporary transfer status.
- (c) Any officer who fails to successfully complete the FTO program or who voluntarily withdraws from the program shall have the option of returning to the division he/she transferred or temporarily transferred from. This does not preclude the officer from grieving management's decision that he/she failed the training program. Officers who fail the training program or who voluntarily withdraw from the program shall have the option of exercising their seniority to apply for a second opportunity to transfer or applying for a second opportunity for temporary transfer. Failure to successfully complete or voluntary withdrawal from the FTO program on the second attempt (on any combination of transfer or temporary transfer status) will result in the officer being returned to the division from which he or she transferred or temporarily transferred and will terminate the officer's right to apply for future transfer or temporary transfer opportunities.

Section 14: Township assignments in the Uniformed Services Section will be subject to bidding.

Section 15: The Sergeant I and Sergeant II seniority lists shall be consolidated into one single seniority list for the new classification of Sergeant in the following manner.

- (a) Employees holding the Sergeant I classification on November 1, 2001 shall be placed first on the seniority list in the order of their entry into the Sergeant I classification, with the employee who has occupied the Sergeant I classification for the longest period of time being placed at the top of the seniority list, followed by the employee with the second longest time in the Sergeant I classification, and so on until all Sergeant I employees appear on the new seniority list.
- (b) After all Sergeant I employees have been placed on the seniority list, employees holding the Sergeant II classification as of November 1, 2001, shall be added to the new seniority list, starting with the employee who has occupied the Sergeant II classification for the longest period of time being placed immediately below the last employee on the Sergeant I seniority list; followed by the Sergeant II with the second longest time in the Sergeant II classification, and so on until all employees who were Sergeant II on November 1, 2001 are placed on the seniority list.
- (c) The process outlined in paragraphs (a) and (b) above shall create the new Sergeant classification seniority list. Employees entering the new Sergeant classification after November 1, 2001 shall be added to the seniority list as of their date of entry into the Sergeant classification.
- (d) As of November 1, 2001 employees holding the Sergeant I and Sergeant II classifications had occupied certain job assignments and shifts within their respective classification and had obtained these job assignments and/or shift assignments by exercising

their seniority in their respective Sergeant I or Sergeant II classification. The creation of the new Sergeant classification and Sergeant seniority list described in (a), (b), and (c) above shall not be used to remove an employee from the job assignment and shift he/she held prior to November 1, 2001. Employees holding the Sergeant I and Sergeant II classifications prior to November 1, 2001 shall be allowed to hold the job assignment and shift they occupied before November 1, 2001 until such time the employee voluntarily leaves the job assignment and/or shift regardless of his/her placement on the new Sergeant classification seniority list, except when the number of employees in the Sergeant classification is reduced pursuant to Article XIX, section 9, then the provisions of said section 9 shall prevail.

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 16.0% 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.

Section 2: Bargaining unit employees will be permitted to transfer funds from the existing deferred compensation fund into the KCSDA 457 fund, and such employees will be allowed to make future contributions to such fund on a payroll deduction basis.

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 or 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 Human Resources Director, 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 reimburse seventy-five (75%) percent of the first five-hundred (\$500.00) dollars per year of charges incurred by County employees taking approved high school or college courses, as outlined in the more detailed policies statement available from the Human Resources Director. 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 employees and to the County. All courses shall be approved by the Human Resources Director and 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 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 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.

Section 15: Employees holding the Deputy classification (F 19) working in the mobile crime lab assignment ("30 unit") shall receive a yearly bonus of five hundred (\$500.00) dollars. This assignment bonus shall be paid in a lump sum check in the first pay period following January 1 of each year for the previous year. Deputies that enter or leave the "30 unit" assignment during a given year shall receive a pro rata portion of the yearly bonus.

Section 16: When an employee dies, his/her beneficiary/estate will be paid fifty percent (50%) of the employee's unused sick leave accumulation, and one hundred percent (100%) of any unused vacation time, compensatory time and personal leave time.

Section 17: If a central dispatch authority is created and the Employers cease to operate an independent dispatch center, laid off dispatchers will be given the opportunity to exercise their seniority to displace a Civilian Aide with less County seniority or an employee in the F-9 Clerk Typist I/Control Center Operator classification with less County seniority. A Dispatcher exercising his/her seniority in this manner will have his/her pay rate red-circled at his/her last Dispatcher rate of pay until the pay rate for the Civilian Aides exceeds it. The Dispatchers so exercising their seniority will remain as members of this bargaining unit while employed as Civilian Aides, but the Civilian Aide classification will not become part of this bargaining unit.

Section 18: When a shift Sergeant is assigned to a special assignment, such as but not limited to Marine Division, that Sergeant's position will be backfilled with a Sergeant. Neither the assigned nor the backfilling Sergeant will acquire any right or title to the job seniority and the permanent classification to which he/she is assigned or for which he/she is backfilling.

ARTICLE XXIII - TEMPORARY TRANSFER

Section 1: The employers shall have the right to temporarily transfer those employees within 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 by 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 - CORRECTIONS DEPUTIES

Section 1: The Corrections Officer I classification will be re-titled "Corrections Deputy", paid at the F17 wage scale.

Section 2: A minimum of fifty-eight (58) F-19 Deputies will be assigned to the Jail Division. Employees in the F-19 classification in the Jail Division will not be reduced below the F-19 level due to layoff or transfer into the Jail Division.

Section 3: Corrections Deputies (F-17) will not be assigned to work outside the jail facility in non-corrections assignments (e.g. road patrol, transport and courts). Only Deputies (F-19) will be assigned to work in the Transport Section of the Jail Division.

Section 4: Vacancies in the Deputy (F-19) classification assigned to and working in the Jail Division will first be filled by posting said vacancy 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 Deputy (F-19) classification may transfer into the Deputy (F-19) classification within the Jail Division. If no request for transfer is made, the vacancy shall next be filled by employees holding the Correction Deputy (F-17) classification who are MCOLES certified or are certifiable, on the basis of seniority. If no Corrections Deputies are MCOLES certified or MCOLES certifiable, the Employers may fill the vacancy from outside the bargaining unit.

Section 5: Employees currently holding the Corrections Officer II classification will retain that classification and pay rate.

Section 6: Employees in the Corrections Deputy (F-17) classification and employees in the F-19 and F-22 classifications assigned to the jail will be included within the jurisdiction of Act 312 arbitration to the same extent as Deputies on road patrol and the Employers will not challenge their Act 312 eligibility at any time so long as road patrol Deputies have Act 312 arbitration or similar interest arbitration.

Section 7: Control Center Operators assigned to the Jail Division will be brought into the Kalamazoo County Sheriffs Deputies Association bargaining unit and shall be placed at the F-09 classification and pay rate. Said employees shall elect in writing, within 180 days of approval of this agreement, to remain in the County of Kalamazoo Pension Plan that they are currently in, or to transfer into the Kalamazoo County Sheriffs Deputies Association Money Purchase Plan. A failure to make a written election shall result in the employee remaining in the County Plan.

Section 8: The provisions of this Article will become operative upon the signing of the 2003-2004 collective bargaining agreement.

Section 9: The 1980 Memorandum of Understanding relating to the advancement of Corrections Deputy I's to Corrections Deputy II will be voided at the time the 2003-2004 collective bargaining agreement is signed.

ARTICLE XXV - DURATION

This Agreement shall become effective as of the 1st day of January 2003, and shall remain in full force and effect through the 31st day of December 2004, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 31st day of December 2004, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement. During the period from January 1, 2003 through December 31, 2004 there will be no layoffs of bargaining unit employees.

KALAMAZOO COUNTY SHERIFF
DEPUTIES ASSOCIATION

M. Caley #38
MARIE E. CALEY

Pete Hamell #3241
PETE HAMMILL

Allan Sukken #7500

J. A. Dunlop #286

Janine D. Neulenbeig
Steve DeBoer

James DeSt. Bane

COUNTY OF KALAMAZOO

Deb Buchholtz-Hiemstra 12/2/03
Deb Buchholtz-Hiemstra, Chair
Board of Commissioners

Timothy A. Snow 12/2/03
Timothy A. Snow
Clerk/Register

Michael J. Anderson
Michael J. Anderson, Sheriff 12-4-03



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

FRATERNAL ORDER OF POLICE

Effective 01/01/2003

Increase %
3.5

Clerk Typist I/Control Center Operator

F 09	A	Base	Annual	22,464.00	Bi-Weekly	864.00	Hourly	10.80	1 1/2	16.20
	B	12 Mos		24,814.40		954.40		11.93		17.90
	C	24 Mos		26,062.40		1,002.40		12.53		18.80
	D	36 Mos		26,707.20		1,027.20		12.84		19.26
	E	48 Mos		27,331.20		1,051.20		13.14		19.71

Cook

F 10	A	Base	Annual	26,624.00	Bi-Weekly	1,024.00	Hourly	12.80	1 1/2	19.20
	B	12 Mos		29,328.00		1,128.00		14.10		21.15
	C	24 Mos		30,659.20		1,179.20		14.74		22.11
	D	36 Mos		31,408.00		1,208.00		15.10		22.65
	E	48 Mos		32,177.60		1,237.60		15.47		23.21

Airport Security Deputy

F 12	A	Base	Annual	26,915.20	Bi-Weekly	1,035.20	Hourly	12.94	1 1/2	19.41
	B	12 Mos		28,080.00		1,080.00		13.50		20.25
	C	24 Mos		29,494.40		1,134.40		14.18		21.27
	D	36 Mos		30,784.00		1,184.00		14.80		22.20
	E	48 Mos		32,073.60		1,233.60		15.42		23.13

Clerk Typist II

F 13	A	Base	Annual	27,872.00	Bi-Weekly	1,072.00	Hourly	13.40	1 1/2	20.10
	B	12 Mos		30,763.20		1,183.20		14.79		22.19
	C	24 Mos		32,385.60		1,245.60		15.57		23.36
	D	36 Mos		33,196.80		1,276.80		15.96		23.94
	E	48 Mos		34,008.00		1,308.00		16.35		24.53

Electronics Technician

F 14	A	Base	Annual	30,680.00	Bi-Weekly	1,180.00	Hourly	14.75	1 1/2	22.13
	B	12 Mos		33,550.40		1,290.40		16.13		24.20
	C	24 Mos		35,276.80		1,356.80		16.96		25.44
	D	36 Mos		36,088.00		1,388.00		17.35		26.03
	E	48 Mos		37,044.80		1,424.80		17.81		26.72



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

FRATERNAL ORDER OF POLICE

Effective 01/01/2003

Increase %

Account Clerk II / Clerk Stenographer II

F 16a	A	Base	Annual	Bi-Weekly	Hourly	1 1/2	Increase %
	B	12 Mos	31,761.60	1,221.60	15.27	22.91	
	C	24 Mos	35,027.20	1,347.20	16.84	25.26	
	D	36 Mos	36,712.00	1,412.00	17.65	26.48	
	E	48 Mos	37,689.60	1,449.60	18.12	27.18	
			38,646.40	1,486.40	18.58	27.87	

Dispatcher

F 16b	A	Base	Annual	Bi-Weekly	Hourly	1 1/2	Increase %
	B	12 Mos	33,092.80	1,272.80	15.91	23.87	
	C	24 Mos	36,358.40	1,398.40	17.48	26.22	
	D	36 Mos	38,084.80	1,464.80	18.31	27.47	
	E	48 Mos	39,000.00	1,500.00	18.75	28.13	
			39,956.80	1,536.80	19.21	28.82	

Chief Cook/Corrections Officer I

F 17	A	Base	Annual	Bi-Weekly	Hourly	1 1/2	Increase %
	B	12 Mos	37,419.20	1,439.20	17.99	26.99	
	C	24 Mos	41,308.80	1,588.80	19.86	29.79	
	D	36 Mos	45,219.20	1,739.20	21.74	31.61	
	E	48 Mos	48,131.20	1,851.20	23.14	34.71	
			50,772.80	1,952.80	24.41	36.62	

Bailiff

F 18	A	Base	Annual	Bi-Weekly	Hourly	1 1/2	Increase %
	B	12 Mos	38,854.40	1,494.40	18.68	28.02	
	C	24 Mos	42,702.40	1,642.40	20.53	30.80	
	D	36 Mos	44,720.00	1,720.00	21.50	32.25	
	E	48 Mos	45,801.60	1,761.60	22.02	33.03	
			46,904.00	1,804.00	22.55	33.83	

Deputy / Corrections Officer II

F 19	A	Base	Annual	Bi-Weekly	Hourly	1 1/2	Increase %
	B	12 Mos	39,145.60	1,505.60	18.82	28.23	
	C	24 Mos	43,846.40	1,686.40	21.08	31.62	
	D	36 Mos	48,547.20	1,867.20	23.34	35.01	
	E	48 Mos	52,083.20	2,003.20	25.04	37.56	
			55,577.60	2,137.60	26.72	40.08	



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

FRATERNAL ORDER OF POLICE

Effective 01/01/2003

Increase %
3.5

Nurse

F 20	A	Base	Annual	38,604.80	Bi-Weekly	1,484.80	Hourly	18.56	1 1/2	27.84
	B	12 Mos		43,201.60		1,661.60		20.77		31.16
	C	24 Mos		47,840.00		1,840.00		23.00		34.50
	D	36 Mos		51,313.60		1,973.60		24.67		37.01
	E	48 Mos		54,787.20		2,107.20		26.34		39.51

Sergeant, Detective/Sergeant

F 22	A	Base	Annual	45,073.60	Bi-Weekly	1,733.60	Hourly	21.67	1 1/2	32.51
	B	12 Mos		50,481.60		1,941.60		24.27		36.41
	C	24 Mos		55,993.60		2,153.60		26.92		40.38
	D	36 Mos		60,049.60		2,309.60		28.87		43.31
	E	48 Mos		64,500.80		2,480.80		31.01		46.52

Polygraph Examiner

F 23	A	Base	Annual	47,528.00	Bi-Weekly	1,828.00	Hourly	22.85	1 1/2	34.28
	B	12 Mos		53,310.40		2,050.40		25.63		38.45
	C	24 Mos		59,051.20		2,271.20		28.39		42.59
	D	36 Mos		63,356.80		2,436.80		30.46		45.69
	E	48 Mos		67,641.60		2,601.60		32.52		48.78

There will be no increase in wages or fringe benefits for any bargaining unit employees for 2004 unless any other County employees (except those in the Head Start) receive a wage or fringe benefit increase, in which event the members of this bargaining unit will receive a percentage wage increase equal to the highest percentage wage increase given to any other County employee (except those in the Head Start) for 2004, or the same fringe benefit increase as is given to such employees. "Wage increase" does not include changes in pay rates or benefits due to step increases, promotions, reclassifications or the creation of or entry into a new position.

**SHERIFF'S DEPARTMENT
SHIFT DIFFERENTIAL SCHEDULE
EFFECTIVE JANUARY 1, 2003**

				1st Shift		2nd Shift (2%)			3rd Shift (1%)		
				Hourly	1 1/2	Hourly	1 1/2	Annual	Hourly	1 1/2	Annual
Airport Security Deputy											
F	12	A	Base	12.94	19.41	13.20	19.80	27,456.00	13.07	19.61	27,185.60
		B	12 Mos	13.50	20.25	13.77	20.66	28,641.60	13.64	20.46	28,371.20
		C	24 Mos	14.18	21.27	14.46	21.69	30,076.80	14.32	21.48	29,785.60
		D	36 Mos	14.80	22.20	15.10	22.65	31,408.00	14.95	22.43	31,096.00
		E	48 Mos	15.42	23.13	15.73	23.60	32,718.40	15.57	23.36	32,385.60
Dispatcher											
F	16b	A	Base	15.91	23.87	16.23	24.35	33,758.40	16.07	24.11	33,425.60
		B	12 Mos	17.48	26.22	17.83	26.75	37,086.40	17.65	26.48	36,712.00
		C	24 Mos	18.31	27.47	18.68	28.02	38,854.40	18.49	27.74	38,459.20
		D	36 Mos	18.75	28.13	19.13	28.70	39,790.40	18.94	28.41	39,395.20
		E	48 Mos	19.21	28.82	19.59	29.39	40,747.20	19.40	29.10	40,352.00
Officer I											
F	17	A	Base	17.99	26.99	18.35	27.53	38,168.00	18.17	27.26	37,793.60
		B	12 Mos	19.86	29.79	20.26	30.39	42,140.80	20.06	30.09	41,724.80
		C	24 Mos	21.74	32.61	22.17	33.26	46,113.60	21.96	32.94	45,676.80
		D	36 Mos	23.14	34.71	23.60	35.40	49,088.00	23.37	35.06	48,609.60
		E	48 Mos	24.41	36.62	24.90	37.35	51,792.00	24.65	36.98	51,272.00
Deputy/Corrections Officer II											
F	19	A	Base	18.82	28.23	19.20	28.80	39,936.00	19.01	28.52	39,540.80
		B	12 Mos	21.08	31.62	21.50	32.25	44,720.00	21.29	31.94	44,283.20
		C	24 Mos	23.34	35.01	23.81	35.72	49,524.80	23.57	35.36	49,025.60
		D	36 Mos	25.04	37.56	25.54	38.31	53,123.20	25.29	37.94	52,603.20
		E	48 Mos	26.72	40.08	27.25	40.88	56,680.00	26.99	40.49	56,139.20
Sergeant, Detective/Sergeant											
F	22	A	Base	21.67	32.51	22.10	33.15	45,968.00	21.89	32.84	45,531.20
		B	12 Mos	24.27	36.41	24.76	37.14	51,500.80	24.51	36.77	50,980.80
		C	24 Mos	26.92	40.38	27.46	41.19	57,116.80	27.19	40.79	56,555.20
		D	36 Mos	28.87	43.31	29.45	44.18	61,256.00	29.16	43.74	60,652.80
		E	48 Mos	31.01	46.52	31.63	47.45	65,790.40	31.32	46.98	65,145.60
Polygraph Examiner											
F	23	A	Base	22.85	34.28	23.31	34.97	48,484.80	23.08	34.62	48,006.40
		B	12 Mos	25.63	38.45	26.14	39.21	54,371.20	25.89	38.84	53,851.20
		C	24 Mos	28.39	42.59	28.96	43.44	60,236.80	28.67	43.01	59,633.60
		D	36 Mos	30.46	45.69	31.07	46.61	64,625.60	30.76	46.14	63,980.80
		E	48 Mos	32.52	48.78	33.17	49.76	68,993.60	32.85	49.28	68,328.00

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 Shall Be Made In</u>	<u>Based Upon Index 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	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.

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, or 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, 2004, April 1, 2004, July 1, 2004, and October 1, 2004. The cost of living adjustments shall resume with the January 2005 payment based upon the provisions of this Appendix B; such payment being based upon the index for the preceding November 2004 differences from August 2004.

APPENDIX C

- A. A bargaining unit member who retires at age fifty-five (55) with at least twenty-five (25) years of County service, or a unit member who retires at age sixty (60) with at least ten (10) years of County service, is eligible for continued hospitalization and health 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 has twenty-five (25) years of service, regardless of age, with the County may elect to retire from County service and be eligible for the County's continued payment of the employee's and his or her dependent's health insurance costs. 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. The retiree health insurance for members who retire with twenty-five (25) years of County service, regardless of age, shall expire on June 30, 2005 and after that date such retiree health insurance benefits shall end and be available only to those members who retire at the age of fifty-five (55) with at least twenty-five (25) years of County service, or who retire at sixty (60) years of age and have at least ten (10) years of County service. This will not affect those already retired. The parties to this Contract have agreed that in future negotiations, any attempt by the Association to continue the retiree health insurance program for members who retire with twenty-five (25) years of service, regardless of age, past June 30, 2005 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 June 30, 2005.

- 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.
- 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. Employees who retire from employment after meeting the requirements specified in paragraph A, B, or C above (and eligible dependents), shall be transferred to the Blue Cross/Blue Shield Insurance Program identified as Blue Cross/Blue Shield Group Plan #67901/900, the basic provisions of which are set forth in Appendix F. The current benefits of this plan are described in the current booklet for this plan, which Blue Cross/Blue Shield may change at any time to comply with law.
- 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 - SICK BANK

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, and 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:

- (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 eighty (80) working hours. This means that they use their own accumulated sick, vacation and personal leave time for the first eighty (80) hours, or if they do not have accumulated sick, vacation or personal leave 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, vacation time and 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 not be eligible to participate in the Sick Bank until he/she exhausts the 52 week employer supplement and exhausts the vacation time, personal leave time and sick leave time.
- (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) hour sick time per pay period until fifty (50%) percent 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.

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 disability for a total period of six (6) months for any one illness, accident or disability even if the employee returns to work and later resumes leave for the same illness, accident or disability or complications or re-occurrence thereof. The total Sick Bank usage cannot exceed six (6) months following utilization of the employee's personal sick leave accumulation, vacation and personal leave time. Following utilization of total accumulation and use of Sick Leave Bank for a total of 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 thirty (30) days shall require a second statement from the member's doctor indicating the four (4) items listed above. Each thirty (30) day interval, or fraction thereof, thereafter the member shall submit a request for Sick Bank usage with a doctor's statement indicating the four (4) items listed above.

Kalamazoo County Retirees
67901/900/901

Blue Managed Traditional
First Dollar Plan
with Master Medical Option 2
Benefits-at-a-Glance

Preventive Services

Health Maintenance Exam	Not Covered
Annual Gynecological Exam	Not Covered
Pap Smear Screening – laboratory services only	Covered - one every 12 months
Well-Baby and Child Care	Not Covered
Immunizations	Not Covered
Proctoscopic Exam	Not Covered

Mammography

Mammography Screening	Covered – one baseline for ages 35-40, one annually at age 40 and older
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Physician Office Services

Office Visits	Covered under MM – 90% after deductible
Outpatient and Home Visits	Covered under MM – 90% after deductible
Office Consultations	Covered under MM – 90% after deductible
Urgent Care Visits	Covered under MM – 90% after deductible

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered – 100%
Ambulance Services – medically necessary	Covered under MM – 90% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered
Diagnostic Tests and X-rays	Covered
Radiation Therapy	Covered

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered under MM – 90% after deductible
Delivery and Nursery Care	Covered – 100%, includes delivery provided by a Certified Nurse Midwife

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%, up to 365 days, 60-day renewal; additional days under MM at 100%, no deductible
Inpatient Consultations	Covered – 100%
Chemotherapy	Covered – 100%

Alternatives to Hospital Care

Skilled Nursing Care	Not Covered
Hospice Care	Covered – 100%, limited to the lifetime dollar maximum, which is adjusted annually by the state
Home Health Care	Covered – 100%

Surgical Services

Surgery – includes related surgical services	Covered – 100%
Voluntary Sterilization	Covered – 100%

Human Organ Transplants

Specified Organ Transplants – in designated facilities	Covered – 100%, up to \$1 million maximum per transplant
Bone Marrow – in designated cancer centers	Covered – 100%
Kidney, Cornea and Skin	Covered – 100%

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 100%, up to 45 days, 60-day renewal; additional mental health care days under MM at 75% after deductible
Outpatient Mental Health Care	Covered under MM – 75% after deductible
Outpatient Substance Abuse Care	Covered – 100%, up to the state dollar amount, which is adjusted annually; no MM benefits

Other Services

Allergy Testing and Therapy	Covered under MM – 90% after deductible
Chiropractic Spinal Manipulation	Covered under MM – 90% after deductible; up to 20 visits first 90 consecutive days, then 2 visits per month
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%, up to 60 consecutive days of treatment per condition; additional benefits under MM at 90% after deductible
Durable Medical Equipment	Covered under MM – 90% after deductible
Prosthetic and Orthotic Appliances	Covered under MM – 90% after deductible
Private Duty Nursing	Covered under MM – 75% after deductible
Prescription Drugs	Covered - \$5.00 copay

Deductible, Copays and Dollar Maximums

Deductible	Basic: None Master Medical: \$100 per member, \$200 family per calendar year, in addition to Medicare deductible
Copays	Basic: None Master Medical: 10% for general services, and 25% for private duty nursing and mental health care up to BCBSM approved, after Medicare
Copay Dollar Maximums	Basic: None Master Medical: \$1,000 per contract per calendar year (excludes mental health care and private duty nursing copays)
Dollar Maximums	Basic: As noted above Master Medical: \$1 million overall

** Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.*

Additional Riders

Rider ML, Waiver of Member Liability	Eliminates the \$5 or 10% copay for diagnostic services and X-rays.
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This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

