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3/31/2005

AGREEMENT

COUNTY OF KALAMAZOO and the  
SHERIFF OF THE COUNTY OF KALAMAZOO

- and -

KALAMAZOO COUNTY SHERIFF'S  
SUPERVISORS' ASSOCIATION

Effective April 1, 2003 through March 31, 2005

*Kalamazoo County*





## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I	GENERAL ..... 1
ARTICLE II	SALARIES & OVERTIME ..... 2
ARTICLE III	VACATIONS ..... 3
ARTICLE IV	INSURANCE ..... 5
ARTICLE V	SICK LEAVE ..... 6
ARTICLE VI	HOLIDAYS ..... 8
ARTICLE VII	ON-THE-JOB INJURY/WORKERS' COMPENSATION ..... 8
ARTICLE VIII	LONGEVITY PAY ..... 9
ARTICLE IX	GRIEVANCE PROCEDURE ..... 10
ARTICLE X	DEPARTMENT INVESTIGATIONS ..... 11
ARTICLE XI	DISCHARGE AND DISCIPLINE ..... 12
ARTICLE XII	MANAGEMENT RIGHTS ..... 13
ARTICLE XIII	CLOTHING ALLOWANCE ..... 13
ARTICLE XIV	LEAVES OF ABSENCE ..... 13
ARTICLE XV	SENIORITY ..... 14
ARTICLE XVI	PENSION PLAN ..... 16
ARTICLE XVII	MISCELLANEOUS ..... 17
ARTICLE XVIII	TEMPORARY TRANSFER ..... 18
ARTICLE XIX	DURATION ..... 19

## AGREEMENT

**THIS AGREEMENT** entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **COUNTY OF KALAMAZOO** and the **SHERIFF OF THE COUNTY OF KALAMAZOO**, hereinafter referred to as "the Employers," and the **KALAMAZOO COUNTY SHERIFFS DEPARTMENT SUPERVISORS ASSOCIATION**, hereinafter referred to as "the Union."

### **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 Union 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 and employees promoted to the unit 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 the Sheriff to determine whether the employee has the ability and other attributes which will qualify him 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 relative length of service and, in the case of promoted employees, may be returned to the F.O.P. unit.

- (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 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.

**Section 3.** It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of continued employment. At present, employees covered by this Agreement who, on the effective date hereof, are not members

of the Union, but who have at one time prior to this date been members of the Union, 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 Union a representation fee equivalent to their fair share of the Union's cost of negotiation and administering this collective bargaining agreement as determined by this Union. All employees covered by this Agreement who are hired or promoted after the effective date of this Agreement shall become and remain members in the Union in good standing or pay a representation fee equivalent to their collective bargaining agreement as determined by the Union on or before the completion of six (6) months of employment in the unit, whichever shall occur earlier.

- (a) The Union 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 the control of or responsibility of the Union.

**Section 4.** For all those employees who are or become members of the Union 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 Union 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 Union.

**Section 5.** Pay day shall be on a bi-weekly basis.

## **ARTICLE II** **SALARIES & OVERTIME**

**Section 1.** Effective as of April 1, 2003, and for the life of this Agreement, the salary schedule set forth in Appendix A attached hereto and by this reference made a part hereof shall remain in full force and effect.

**Section 2.** The salaries set forth in Appendix A of this Agreement compensate bargaining unit members for the performance of their normal duties and responsibilities. Therefore, no unit member shall be eligible for the payment of overtime compensation for the performance of such normal duties and responsibilities.

**Section 3.** The parties to this Agreement recognize that, on occasion, a unit member will be required to perform duties and/or responsibilities not normally expected. The Sheriff will have the discretion to determine whether an assignment is calling for the performance of other than a unit member's normal duties and responsibilities. If the Sheriff so determines, the unit member shall be entitled to receive compensation at the rate of 1½ times his/her normal hourly rate. In such situations, the Sheriff will gain approval from the Personnel manager prior to giving final approval of the application of the overtime rate.

### **ARTICLE III** **VACATIONS**

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

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

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

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

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

**Section 4.** The Sheriff shall determine the number of employees who can be assigned for vacation purposes at any one 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 not later than January 15 of any calendar year, and all employees shall indicate prior to April 15 of that calendar year of those dates that they

desire to take their eligible vacation leave. In the event two 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 vacation. A final vacation list shall be prepared by the Sheriff and distributed to all employees not later than May 15 of any calendar year, indicating those dates agreed upon.

- (a) In the event an employee does not select a vacation period prior to April 15, he shall be permitted to select a vacation period from the remaining available dates. If two or more employees have failed to make selections by April 15, their selection shall be made on the basis of first come first serve.
- (b) If an employee, because of required court appearances or other emergency situations, is unable to take his 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 which his 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 last year's vacation time into the following calendar year or years, provided the accumulation shall not exceed forty-five (45) days.
  - (1) No more than thirty (30) days of vacation may be taken at any one time under this provision.
- (c) No employee shall be permitted to take his vacation leave one 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 or 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 qualifies for such vacation with pay, without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he is qualified as of such December 31 and his pro-rata share of vacation earned thereafter until such time as he leaves the employment of the County.

If an employee quits or is discharged prior to December 31 upon which he would have qualified for a vacation with pay, he will be entitled to only that portion of vacation pay which he earned as of the date he 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, beginning with ratification and for the life of this Agreement, to allow the Command Officers the option of participating in either the Blue Care Network or Blue Choice plan. Upon ratification, the employees in the Blue Cross – Blue Shield traditional indemnity plan must elect to change their coverage to either Blue Care Network or Blue Choice. These plans will both contain a \$5/10 prescription drug rider and an air ambulance rider. Effective November 1, 2003 or as soon thereafter as is possible, the prescription drug co-payments will increase to \$10/20. If during the life of this contract, the F.O.P. negotiates different health/medical coverage, then the parties to this Agreement will immediately negotiate relative to such change. The cost of the insurance premiums will be paid by the County.

- (a) 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 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. Such 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.

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

**Section 2.** Employees who elect the Blue Cross Plan shall also receive the current F.O.P. Blue Cross - Blue Shield Dental Plan and the current Blue Cross - Blue Shield Optical Plan. Employees electing the HMO coverage shall receive the dental and optical plan provided in conjunction with that coverage. Effective March 1, 2000, the FLVS-A rider will be added to the optical coverage.

**Section 3.** Employers shall maintain group life insurance coverage for all Command Officers in an amount equal to the employee's base annual salary.



**Section 4.** The Employers shall continue their present practice regarding health insurance coordination for all retiring employees as set forth in Appendix B.

**Section 5.** Each regular full-time bargaining unit employee shall be eligible for the County's long-term disability insurance program.

**Section 6.** 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 7.** 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 and the employee's dependents health insurance. The employee's seniority will continue to accrue while on long-term disability.

**Section 8.** 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.

**Section 9.** The Employers will permit employees to set up a dependent care reimbursement account, under which they may choose to pay for qualified dependent care expenses with pre-tax dollars deducted from their paychecks. The maximum annual amount that may be placed into such an account by an employee is Five Thousand Dollars (\$5,000.00).

**Section 10.** The Employers will permit employees to set up a medical reimbursement account, under which they may choose to pay for qualified medical care expenses with pre-tax dollars deducted from their paychecks. The maximum annual amount that may be placed into such an account by an employee is Two Thousand Dollars (\$2,000.00).

## **ARTICLE V** **SICK LEAVE**

**Section 1.** Effective the pay period following ratification of this Agreement, each regular, full-time employee of the Sheriff shall accrue four (4) hours with pay as sick leave for each completed bi-weekly pay period. Sick leave with pay may be utilized by regular, full-time employees throughout their period of employment with the Sheriff. Sick leave may be accrued throughout the employee's entire period of classified service.

**Section 2.** A Bargaining Unit employee shall be entitled to an unlimited accumulation of his/her sick leave.

- (a) A retiring employee will receive compensation for unused sick leave credits at his or her retiring rate of pay up to fifty (50%) percent of the total

number of sick leave days accrued. The remaining fifty (50%) will revert to the County and may not be contributed to the Sick Bank, except as provided in subsection (c) of this Section.

- (b) After completion of five (5) years of active service, an employee shall receive compensation for twenty-five (25%) percent of the unused sick leave credits at his current rate of pay at the time of this termination for any reason not to exceed four hundred (400) hours.
- (c) Whenever a bargaining unit employee retires, he/she may donate to the Sick Bank however many accumulated, unused sick leave hours he/she has over 1,600 hours. For example, an employee who, upon retirement, has 1,800 accumulated and unused sick leave hours may donate 200 hours to the sick bank. Employees eligible for the Sick Bank who leave employment for any reason other than retirement may not make such a donation.

**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 this or 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 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 from whom financial or physical care is the employee's principal responsibility.)
- (d) 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 the Sheriff or his designee of the situation and must get approval from the Sheriff or his designee prior to the initiation of the leave.

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

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

**Section 6.** An employee, at the request of the Sheriff, before returning to his or her duties shall submit a statement from his physician certifying his ability to return to work.

**Section 7.** 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 two (2) representatives selected by the Union and three (3) representatives selected by the Sheriff's Deputies' Association. Utilization of the Sick Leave Bank is controlled by the rules outlined in Appendix D.

Any employee who does not utilize any sick leave time during a calendar year shall be entitled to an additional personal business leave day during the subsequent calendar year.

## **ARTICLE VI HOLIDAYS**

**Section 1.** An employee shall be entitled to holiday leave with pay on the following recognized holidays:

- |     |                        |                                      |
|-----|------------------------|--------------------------------------|
| 1.  | New Year's Day         | January 1                            |
| 2.  | Washington's Birthday  | February 22                          |
| 3.  | Good Friday            | ½ Day                                |
| 4.  | Memorial Day           | Last Monday in May                   |
| 5.  | Independence Day       | July 4                               |
| 6.  | Labor Day              | 1 <sup>st</sup> Monday in September  |
| 7.  | General Election Day   | Presidential/Gubernatorial           |
| 8.  | Veteran's Day          |                                      |
| 9.  | Thanksgiving Day       | 4 <sup>th</sup> Thursday in November |
| 10. | Day after Thanksgiving | Day after Thanksgiving               |
| 11. | Christmas Eve          | December 24                          |
| 12. | Christmas Day          | December 25                          |

**Section 2.** When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday. When any holiday enumerated above falls on a Saturday, the preceding Friday shall be observed as a holiday, with the exception of New Year's Day which will be celebrated the following Monday.

## **ARTICLE VII 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 and 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, 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) vacation time; and 3) personal time.

**Section 2.** It is further understood and agreed that a "sick bank" shall be established to provide available sick leave to employees receiving benefits under this Article which shall permit each member of the bargaining unit on a voluntary basis to "bank" two (2) days per solicitation, per vote of the membership, for purposes of providing a bank from which an injured officer may draw compensation in the event he has already utilized his own available sick time. The availability of the sick bank shall not pertain only to on-the-job injuries, but to any of the reasons for which sick leave may be granted according to the other terms of this Agreement.

## **ARTICLE VIII** **LONGEVITY PAY**

**Section 1.** Employees who, as of October 1 of any year, are on active pay status and who have completed 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 the employee's base salary as it exists as of October 1, 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 a result of subsequent increases in wage rates will be charged to future contracts as new costs.

## **ARTICLE IX** **GRIEVANCE PROCEDURE**

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

**Section 2.** A Command Officer who has a complaint and/or his Association representative must submit his complaint orally to the Sheriff within five (5) regularly scheduled work days (Sundays and holidays excluded) after the occurrence of the event on which the complaint is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event, whichever is later. The Sheriff shall give the employee and his Association representative an answer within twenty-four (24) hours after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this matter, 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 Sheriff 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, whichever is later. The Sheriff 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 Union and one (1) by the Employers.

**SECOND 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 Union or aggrieved employee of the Sheriff's Second Step answer or the due date for such answer if no answer is given. It is specifically understood by the parties that only grievances involving discharge, suspension, and the payment or calculation of wages and fringe benefits are eligible to be submitted to arbitration. 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 Union or aggrieved employee. 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 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 Union.

**Section 4.** Grievances on behalf of the Union shall be filed by the Union'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 Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. 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.** Whenever the words are used in Article IX, "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.

**Section 7.** Supervisors shall be part of the decision making process in that they shall make recommendations concerning suspension and discharge of members of this supervisory unit, but the final decision with regard to suspension or discharge shall not be made by said supervisors.

## **ARTICLE X**

### **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 regular tour of duty 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 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 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 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 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.
- (d) No record of any departmental investigation made as a result of a complaint not criminal in nature will be placed in the employee's personnel record unless the complaint is brought to his attention within ten (10) days of the complaint.
- (e) No record of any department 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 XI**

### **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 believes he 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 Sheriff as provided in Step One of Article IX 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 committeeman (or, in his absence, the chairman of the Union's grievance committee) of such suspension or discharge.
- (b) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with his grievance committeeman (or, if he is not readily available, with the chairman 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 disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his 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 XII** **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 XIII** **CLOTHING ALLOWANCE**

**Section 1.** The clothing allowance for Command Staff shall be Eight Hundred Fifty Dollars (\$850) per year. The Employers shall assume the full responsibility for all cleaning, laundry and maintenance for uniforms required of uniformed personnel. Upon the advancement of an individual to the bargaining unit, the County shall prorate the clothing allowance or the cleaning allowance for the year at that time.

## **ARTICLE XIV** **LEAVES OF ABSENCE**

**Section 1.** Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his 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 or



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 three (3) personal leave days with pay per year. Such leave must be approved by the Sheriff or his designee.

## **ARTICLE XV** **SENIORITY**

**Section 1.** Seniority shall be defined as an employee's length of continuous service with the Employers since his last hiring date. "Last hiring date" shall mean the date on which an employee first reported for work at the direction of the Employers, since which he has not quit, retired or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspension, or for any other type of leave of absence which the Employers granted.

**Section 2.** The Employers will maintain an up-to-date seniority list which shall be posted every three months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees receive the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two or more employees have the same last name, the same procedure shall be followed with respect to their first name.

**Section 3.** An employee's seniority shall be terminated if he quits, retires or is discharged for just cause.

**Section 4.** It has been specifically agreed by the parties that transfers and assignments will be made purely with the discretion of the Sheriff.

**Section 5.**

- (a) When it is necessary to fill a new job classification within the bargaining unit, above the rank of Lieutenant, the person selected shall be from the

qualified candidates established according to the following procedures. The job or vacancy shall be posted on the appropriate bulletin boards throughout the Sheriff's Department for a period of five (5) calendar days during which time the bargaining unit employees may apply for the resulting vacancy.

- (1) All such postings shall include a statement of the job title or classification, the nature of the duties, special qualifications and requirements.
  - (2) A minimum requirement for an applicant(s) to become a captain is that he/she must have two (2) years of continuous service with the Kalamazoo County Sheriff's Department as a Lieutenant, Sergeant or Detective Sergeant immediately prior to the posting of the position.
- (b) If the Sheriff determines that all internal bargaining unit candidates are not qualified, he/she must provide the bargaining unit, upon written request, with evidence of the applicant(s):
- (1) Lack of command experience.
  - (2) Lack of supervisory control in past tenure.
  - (3) Lack of education and training.
  - (4) Discipline records serious enough to disqualify the individual.
  - (5) If the decision of the Sheriff does not change as a result of the discussion during the grievance procedure, the Association may submit the grievance to binding arbitration for resolution. If the disqualification is grieved, it will begin at the second step.

A minimum requirement for applicant(s) to become Chief Deputy is that he/she must have three (3) years of continuous service with the Kalamazoo County Sheriff's Department as a Detective Sergeant, Sergeant, Lieutenant or Captain.

**Section 6.** Lieutenants who wish to be considered for promotion to the position of Captain and who receive a "Qualified" or higher rating from a Departmental promotional Assessment Center may elect to not participate in a future Assessment Center for another Captain's position. Notice of this election must be made in writing to the Sheriff prior to the application deadline for that position.

**Section 7.** Rank of classification grade: Captain (Capt.), Lieutenant (Lt.), Sheriff's Administrator (S.A.)

If it is necessary to reduce the number of employees in a classification grade of Captain, Lieutenant or Sheriff's Administrator, the employees of the affected classification shall be removed on the basis of their bargaining unit seniority in grade.

The employee removed in a classification (i.e. a Captain) may exercise his/her bargaining unit seniority to bump and move to a lower ranking classification of Lieutenant. A Lieutenant may exercise his/her bargaining unit seniority right to bump into a classification of Sheriff's Administrator assuming the bumping person holds more bargaining unit seniority than the incumbent within that classification.

Example of Bargaining Unit Classification Grade:

2 yrs. Capt + 10 yrs Lt. = 2 yrs. Capt/12 yrs. Lt./ 12 yrs. S.A.

7 yrs Capt. + 0 yrs. Lt. = 7 yrs. Capt/ 7 yrs. Lt./ 7 yrs. S.A.

Any employee who is removed from his/her classification as a result of a layoff shall be entitled to restoration of his/her former classification at the time of said re-authorization or vacancy.

If more than one (1) employee has been affected by a layoff within a single classification, the employees shall be reinstated to their former classification according to their bargaining unit seniority.

**Section 8.** The appointment of Chief Deputy will not cause the lay off of any bargaining unit members. There shall be no appointment within sixty (60) days of a layoff.

**Section 9.** When a member of this bargaining unit is appointed to the position of Undersheriff or Sheriff, that employee's seniority in this bargaining unit will be frozen as of the date of appointment. At some future date, with approval of the Association, such employee may exercise his/her frozen seniority to return to a position in this bargaining unit.

**ARTICLE XVI**  
**PENSION PLAN**

**Section 1.** Members of the County Pension Plan who have attained or attain age fifty-five (55) years and have twenty-five (25) or more years of credited service may retire if such application is made in compliance with the conditions set forth in the Retirement System Resolution. The County shall pay the full cost of said pension plan. The formula for said pension plan for all unit members shall be 2.5%. Final Average Compensation for employees retiring after the ratification of this Agreement will be based on the highest three (3) consecutive years of their earnings in their last ten (10) years of service.

**Section 2.** No current or future employees may participate in the County Pension Plan, except for those three (3) members of this bargaining unit who were participants in this

Plan as of January 1, 2001. Employees promoted to a Command Officer position from the F.O.P. and employees newly hired into this bargaining unit may not participate in the County Pension Plan. Employees promoted to a Command Officer position from the F.O.P. will continue to participate in the F.O.P. Money Purchase Plan. Newly hired personnel who are hired directly into this bargaining unit are not eligible to participate in the F.O.P. Money Purchase Plan and will participate in a similar defined contribution plan to be established by the County.

## **ARTICLE XVII** **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 Employers' liability for injury resulting from enforcement action taken during his off-duty time be determined in accordance with the statutory provisions covering Workers' 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 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.** In the event that an employee is named a party in civil litigation for acts within the capacity of his 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 all available insurance coverage, including County coverage toward payment of such fees.
- (b) That in the event that more than one employee is named a party in the same litigation, the employees shall make every effort to employ the same attorney and/or firm to avoid duplicity of costs. It is understood that this provision shall not apply where there is a conflict of interest between the respective positions of the employees.
- (c) That the employee(s) shall advise the Employers, through the Office of the Personnel Manager, of the fee arrangement in advance of hiring such

attorney, but in no case shall the Employers deny reimbursement where such employee has arranged for reasonable attorney's fees.

**Section 6.** The County shall reimburse seventy-five (75%) percent of actual tuition, to a maximum of One Thousand Dollars (\$1,000) 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 other reasons, will be beneficial to the employees and to the County. All courses shall be approved by the Human Resources Director and the Sheriff prior to issuance of the refund. The employee must remain in County service for a period of twelve (12) calendar months following completion of the course or courses or forfeit such tuition payment.

**Section 7.** A fifty (\$50.00) Dollar bonus will be paid 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 is payable once per year on the last pay period (to include retroactive credit hours.)

**Section 8.** The parties agree that all administrative officers employed by the Department as of the effective date of this agreement shall have departmental seniority as recognized by this Agreement if such individuals are transferred to a bargaining unit position.

**Section 9.** When an employee dies, his beneficiary/estate shall be paid fifty percent (50%) of the employee's unused sick leave accumulation and one hundred percent (100%) of any unused vacation time and personal leave time.

**Section 10.** Bargaining unit employees who retire shall be allowed to purchase their duty weapon from the Employers for the original cost paid by the Employer for the weapon.

## **ARTICLE XVIII** **TEMPORARY TRANSFER**

**Section 1.** The Employers shall have the right to temporarily transfer those employees within the bargaining unit irrespective of their seniority status from one job classification to another. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job seniority and the permanent classification into which he was transferred. It is further understood and agreed that in the event an employee remains in a new classification as a result of temporary transfer for a period in excess of thirty (30) days, that commencing on the 31<sup>st</sup> day the employee shall receive the pay and benefits (clothing allowance) normally received by an employee in that job classification

as if it were his permanent job assignment. This is not to be abused by consecutive assignments up to twenty-nine (29) days.

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

- (a) When an employee feels that he or 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 to this Agreement that it is sometimes necessary to create temporary positions as a result of approved leaves of absence or such things as special funding of positions. The parties have agreed that if any temporary position results in a permanent vacancy, that such position will be posted and filled.

- (a) If the Sheriff decides that there is a reasonable chance that a leave of absence by an officer in a permanent job will result in a permanent vacancy, then such position shall be posted and the officer on such leave of absence shall lose his right to return to such position. If the Sheriff decides that such opening is temporary in nature, then he shall re-evaluate that decision every sixty (60) days.

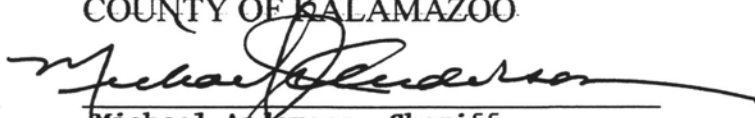
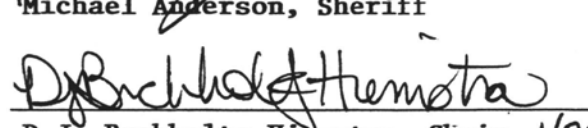
**ARTICLE XIX**  
**DURATION**

**Section 1.** This Agreement shall become effective as of the 1<sup>st</sup> day of April, 2003, and shall remain in full force and effect through the 31<sup>st</sup> day of March, 2005, 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 31<sup>st</sup> day of March, 2005, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its 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, no bargaining unit employees will be removed from their classification unless they have bumping rights into a position in this bargaining unit or the KCSDA bargaining unit.

KALAMAZOO COUNTY SHERIFF'S  
DEPARTMENT SUPERVISORS'  
ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_

COUNTY OF KALAMAZOO

  
\_\_\_\_\_  
Michael Anderson, Sheriff  
  
\_\_\_\_\_  
D.J. Buchholtz-Hiemstra, Chair 1/20/04

*Wallace*

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*Timothy Snow*

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Timothy A. Snow, Clerk 1/20/04

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APPENDIX A

SUPERVISORS' SALARY SCHEDULE

**Section 1:** It has been agreed that during the term of this contract, the Sheriff's Administrator shall receive 0.5% more than the Shift Sergeant's highest rate; the Lieutenant shall receive 11.5% more than the Shift Sergeant's highest rate; the Captains shall receive 22.5% more than the Shift Sergeant's highest rate; and the Chief Deputy shall receive 23.5% more than the Shift Sergeant's highest rate. Each time the salary of the Shift Sergeant is adjusted, an adjustment shall be made for all bargaining unit positions.

**Section 2:** Effective January 1, 2003, the salaries are as follows:

A = ANNUAL  
B = BI-WEEKLY  
H = HOURLY

SHERIFF'S SUPERVISORS ASSOCIATION  
(K.C.S.S.A.)

SALARY SCHEDULE EFFECTIVE JANUARY 1, 2003

SHERIFF'S ADMINISTRATOR	A	\$66,123.20
	B	\$ 2,543.20
	H	\$ 31.79
LIEUTENANT	A	\$73,361.60
	B	\$ 2,821.60
	H	\$ 35.27
CAPTAIN	A	\$80,600.00
	B	\$ 3,100.00
	H	\$ 38.75
CAPTAIN (Chief Deputy)	A	\$81,244.80
	B	\$ 3,124.80
	H	\$ 39.06



## APPENDIX B

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

A unit member who retires from County service and has reached the eligibility requirements of either of the above-mentioned standards will continue to be eligible for the above-mentioned insurance program for themselves and their dependents.

In the alternative, an employee who 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 dependents' 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, 2003 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, 2003.

The alternative for retirement at age fifty (50) shall expire on December 31, 1995. The parties to this Contract have agreed that in future negotiations, any attempt by the Association to continue said program past December 31, 1995, or any attempt by the Association to initiate a similar program subsequent to December 31, 1995, must be re-costed with the relevant data available at that time. The parties further agree that future bargaining representatives and future arbitration panels convening pursuant to Act 312 would have to consider any proposal to continue such employee retirement insurance benefit program as a new cost during any time

period subsequent to December 31, 1995. This will not affect those already retired.

- B. For those bargaining unit members retiring from the Sheriff's Department who are at least sixty (60) years of age and who have at least ten (10) years of service with the County, the County shall continue the health and medical insurance program until age sixty-five (65). At age sixty-five (65), the County shall provide an insurance supplement that will insure the retiree to the same level of benefits
- 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 the same level of benefits.
- D. The above-mentioned insurance coverage shall be the coverage that the employee is eligible for and will include dependent coverage if the retired employee is qualified as defined by then existing County policy.
- E. A unit member who retires from County service under either of the eligibility standards as set forth in the first paragraph of this Appendix will have the option of continued dental and/or 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 vision and/or dental insurance programs on the same schedule of payments which applies to other County retirees.

## APPENDIX C

1. Any member of this bargaining unit, or Department employee represented by the F.O.P. Bargaining Unit, may participate in the Sick Bank Program upon their initial contribution of two (2) days to the Sick Bank.
2. Any member of the Sick Bank Program who, along with all other members of the Sick Bank Program, is requested to contribute to the program may contribute either accumulated sick time or vacation time.
3. A member who does not have the requested sick or vacation time accumulated at the time of solicitation shall not be eligible for Sick Bank time use until the requested time is contributed to the Sick Bank Program. The contribution may be made to the Sick Bank as soon as the time requested is accumulated in order to again be eligible for Sick Bank time use. Sick Bank time use shall then be available from the time the contribution is made.
4. Any member of the Sick Bank Program who, along with all other members of the Sick Bank Program, is requested to contribute sick or vacation days to the program and refuses to contribute, shall no longer be afforded the privileges of the Sick Bank Program.
5. The use of Sick Bank time shall be subject to a preliminary disqualification period as follows:
  - A. For a non on-the-job injury or illness, a member shall not be eligible to use Sick Bank time until such time as they have missed seven (7) working days. This means that they use their own accumulated sick or vacation time for the first seven sick days, or if they do not have accumulated sick or vacation time, they will be granted leave without pay.
  - B. If a member incurs an on-the-job injury, then the member shall be subject to the same ineligibility period as detailed in Paragraph "A" above, except that should the member not have sufficient sick time accrued to cover the full seven (7) days disqualification period, they shall be required to apply those sick days they have to the seven-day period and then shall be exempt from meeting whatever remains of the balance of the seven-day requirement.
6. 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 afflicting the member;

- B. The possibility of assignment to light duty;
  - C. A specific recommendation as to the member's ability to work;
  - D. The approximate duration of the time off required by the member's condition; and
  - E. This information will only be used for verification of Sick Leave Bank utilization.
7. 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.
  8. Any illness or injury involving the use of approved Sick Bank Time which exceeds twenty (20) days shall require a second statement from the member's doctor indicating the four (4) items listed in Paragraph 6.
  9. After the use of twenty (20) continuous days of Sick Bank Time, a member shall not earn vacation time for the member's use. The vacation time accrued after the use of twenty (20) continuous days of Sick Bank Time shall be credited to the Sick Bank Program.
  10. A member who has accumulated a minimum of seventy-five (75) sick days need only contribute one (1) sick day to the Sick Bank Program during solicitations to the general membership in order to remain a member in good standing.
  11. It has been specifically agreed by the parties that the sick leave bank will only be available for illness, injury or disability for a period of six (6) months following utilization of the employee's personal sick leave accumulation. Following total utilization of personal accumulation and use of the sick leave bank for six months, as controlled by the rules of such program, the disabled employee will be eligible for participation in the long-term disability plan as set forth in the Agreement.

