

Calhoun County 12/31/91
Command

1/1/89-12/31/91

AGREEMENT

This Agreement executed this 27th day of March, 1989, effective the 1st day of January, 1989, by and between the Calhoun County Board of Commissioners and the Sheriff of Calhoun County, hereinafter together referred to as the "Employer", and the Labor Council, Michigan Fraternal Order of Police, Calhoun County Sheriff's Department Division, Supervisory Unit, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Calhoun County Sheriff's Department in the following described unit:

All regularly employed supervisory employees of the Sheriff's Department, including all captains, lieutenants and sergeants, and excluding the Undersheriff, confidential employees and all other employees.

Section 2. Other Agreements. The Employer agrees that during the life of this Agreement it 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 included in the bargaining unit. Nor, may the Employer enter into any agreements with employees individually or collectively which conflict or are contrary to the terms of this Agreement.

ARTICLE 2

UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article 1, Section 1, thirty-one (31) days after the start of

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employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic, monthly dues uniformly required of all Union members or pay to the Union a monthly service fee which shall be less than the periodic, monthly dues required of all Union members. An employee shall be deemed to be in compliance with the provisions of this Section if he has tendered the periodic dues or service fee to the Union and if he is not more than sixty (60) days in arrears in payment of such dues or service fees.

Section 2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share in the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic, monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3. Checkoff.

A. During the life of this Agreement, the Employer agrees to deduct periodic, monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

CHECKOFF AUTHORIZATION FORM
FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN LABOR COUNCIL
CALHOUN COUNTY SHERIFF'S DEPARTMENT DIVISION

I hereby request and authorize you to deduct from wages hereinafter earned by me while in the County's employ my Union dues of \$_____ per month or my fair share representation fee of \$_____ per month. The amount deducted shall be paid to the Treasurer of the Union in accordance with the Agreement reached between the

Employer and the Union. This authorization shall remain in effect until by written notice to the Employer, I request its revocation.

PRINT: Last Name First Name Middle Initial

Date Deduction is to start:

Month/Year

Employee Signature

Address

Social Security No.

City, State, Zip

B. A properly executed copy of the written checkoff authorization form for each employee for whom Union dues or service fees are to be deducted hereunder shall be delivered to the County Personnel Department before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. All authorizations filed with the County's Personnel Department on or before the first day of the month shall become effective on the second pay period of that month, provided the employee has sufficient net earnings to cover the Union dues or service fee, whichever is applicable. An authorization filed thereafter shall become effective with the second pay period of the following month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

D. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

E. The Union shall notify the County Personnel Department of the proper amount of Union dues or service fees and any subsequent changes in such amounts. The Employer agrees to furnish

the designated financial officer of the Union a monthly record in duplicate of those employees for whom deductions have been made, together with the amount deducted.

F. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

G. The Employer shall not be responsible for Union dues or service fees while an employee is on leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

H. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further shall not be liable if such sums are lost when remitted by the United States Postal Service.

I. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct Union dues or service fees and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer pursuant to this Section and Section 1 of this Article.

ARTICLE 3

UNION REPRESENTATION AND RIGHTS

Section 1. Collective Bargaining Committee. The bargaining committee shall be elected by the Union and may include not more than two (2) non-employee representatives. The Union bargaining team may consist of a number equal to that of the Employer's bargaining team. Each party shall furnish the other, in writing, the names of its collective bargaining team prior to the commencement of negotiations and any changes thereto if necessary.

Section 2. Upon request, the Employer may transfer any member of the bargaining committee to the day shift for the period of contract negotiations irrespective of seniority and the Employer shall have the right to transfer the least senior nonprobationary employee(s) to fill the transfer during the period of negotiations, without recourse to the grievance procedure.

Section 3. Chief Steward. The president of the bargaining committee shall be the chief steward, who shall be assigned to the first shift and shall also be a member of the Union's bargaining committee.

The Employer further agrees to recognize another employee designated by the Union as the alternate chief steward and a member of the Union's bargaining committee.

When requested by the steward of an employee, the chief steward or alternate chief steward may investigate any alleged or actual grievance and assist in its preparation and may be allowed reasonable time therefor during working hours upon notification and prior approval of the Undersheriff or the Sheriff.

Section 4. There will be no discrimination against any employee because of his duties as a Union official, Union representative or committee member.

Section 5. Bulletin Boards. The Employer shall provide a bulletin board in the Sheriff's Department which may be used by the Union for posting notices limited to:

- A. Notice of Union recreational or social events.
- B. Notices of Union elections and results.
- C. Notices of Union meetings and results.
- D. Official Union communications.
- E. Official social communications.
- F. Other information which is not derogatory to the Employer or its administration.

Section 6. Personnel Files. Employee's personnel files shall be kept under the direct control of the Employer. The Employer shall not allow anyone other than those responsible for the Sheriff's Department operations and/or administration to read, view, have a copy of, or in any way peruse in whole or in part the personnel file or any document which may become a part of these files except as otherwise required by law.

An employee by right may review his own personnel file as to its total content, except the background investigation and the files relative to an active internal affairs investigation in progress. All requests for review shall be made to the Sheriff or Undersheriff and such review shall be at such times as are mutually agreeable but not later than seventytwo (72) hours after receipt of a written request. The employee shall be notified of any official entry being added to his personnel file except for background investigations and the files relative to an active internal affairs investigation in progress.

Section 7. Special Conferences. Special conferences for important matters will be arranged between the Union, its designated representatives, and the Employer or its designated representatives upon request of either party. Such meetings shall be between at least two (2) representatives of the Union and representatives of the Employer.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Conferences shall be held between the hours of eight (8:00) a.m. and five (5:00) p.m., except as mutually agreed otherwise. The union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

Section 8. Visits by Union Representatives. The Employer agrees that accredited representatives of the Union shall have access to the premises of the Employer during regular business hours for reasonable periods of time to conduct Union business. Such representatives shall give advance notice of their desired meeting to the Sheriff or Undersheriff who will approve the time and place.

Section 9. Provisions for Legal Counsel. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence or other acts of the employee while in the course of his employment, the Employer or its designated insurance carrier will pay for, engage or furnish the services of an attorney to advise the employee as to the claim, to appear for, and to represent the employee in the action.

The Employer or its designated insurance carrier may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his employment and while acting within the scope of his authority, the Employer or its designated insurance carrier will indemnify the employee, pay, settle, or compromise the judgment. The Employer or its designated insurance carrier will make the selection of the attorney or attorneys.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Employer Rights. The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in or are exercised by the Employer, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing:

A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used; and the discontinuance of any services, materials or methods of operation.

B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

C. To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities, and bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Sheriff's Department; however, all other sub-contracting shall be the subject of a special conference.

D. To determine the number, location and type of facilities, and installations.

E. To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.

F. To hire, assign and layoff employees in accordance with the terms of this Agreement; however, all reductions in the workweek or workday or any reduction involving a combination of the length of the workday, workweek and/or layoffs, are the subjects of a special conference.

G. To permit County employees not included in the bargaining unit to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Sheriff's Department.

H. To determine the work force, assign work and determine the number of employees assigned to operations, subject to the provisions of this Agreement.

I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of any job classification(s) and the establishment of wage rates for any new or changed classification(s) shall be the subject of a special conference.

J. To determine lunch, rest periods and clean-up times, the starting and quitting times, all subject to the provisions of this Agreement.

K. To establish reasonable work schedules subject to the provisions of this Agreement.

L. To adopt, revise and enforce working rules and procedures subject to the provisions of this Agreement.

M. To transfer, promote and demote employees from one classification, division or shift to another, subject to the provisions of this Agreement.

N. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work subject to the provisions of this Agreement.

O. To keep unto itself, all official files held in the Sheriff's Department; and to demand written permission from the Sheriff for the release or removal of said files from the Sheriff's Department.

Section 2. Work Rules. New rules and regulations or proposed changes in rules and regulations shall be provided to all bargaining unit employees at least seven (7) days prior to their effective date, except in case of emergencies.

Any unresolved complaint as to the reasonableness of any new or existing rule or regulation or any complaint involving discrimination in the application of any new or existing rules and regulations may be made the subject of a grievance.

ARTICLE 5

RESPONSIBILITIES OF EMPLOYER, UNION AND EMPLOYEES

Section 1. The supervisory officers recognize their role as supervisors having management and administrative responsibilities. As such, they faithfully pledge to carry out their duties and responsibilities to their fullest ability in order to further the purposes of the Department and without regard to the fact that other employees of the Department are members of the same Union or the same bargaining unit.

Section 2. The Sheriff recognizes the role of the supervisory officers as management and administrative representatives and pledges to support efforts to strengthen their role both as management representatives and as professional law enforcement officers. The Sheriff further pledges that in any disciplinary proceedings he will honor customary procedures to allow a supervisory officer to have appropriate counsel and representation by the Union.

Section 3. No Strike. It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause, nor shall any member of the Union take part in, any strike or refusal to work. For purposes of this Agreement, the term "strike" shall mean any concerted

activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.

Section 4. Responsible Action. The Union agrees that it will take prompt, responsible action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

Section 5. During the life of this Agreement, the Union shall not cause its members, nor shall any member of the Union engage in any strike because of a labor dispute between the County and any other labor organization.

The Sheriff reserves the right to administer disciplinary action, up to and including discharge, to any employee who violates Section 3.

Section 6. No Lockout. The Employer agrees that during the life of this Agreement, there will be no lockout.

ARTICLE 6

NEW CLASSIFICATIONS

Section 1. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. Thereafter, the parties shall meet and confer pursuant to Article 4, Section 9. If the parties are unable to reach an agreement, the rate of pay shall be subject to the non-disciplinary grievance procedure set forth in the Agreement.

Section 2. Probationary Status. All promotional appointments shall be probationary and subject to a probationary period of one (1) year after appointment. Any employee on probation and promotional appointment shall have the right to return to his previous appointment. At any time during the probationary period, the Sheriff may remove an employee whose performance does not meet the required work standards and that employee shall have the right to return to his previous appointment.

Section 3. Representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement.

Section 4. Evaluation. Newly promoted employees shall be evaluated in writing at least twice while on probation. Said employee and the chief steward shall receive a copy of the evaluation.

ARTICLE 7

WORK SCHEDULE

Section 1. Pay Period. The pay period shall commence at 12:01 a.m. on Friday and continue until 12:00 midnight on the Thursday thirteen (13) days later.

Section 2. Schedule. A schedule shall be posted from time to time setting forth the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit.

Section 3. Schedule Preference. Regular shift assignments and pass day assignments shall be made in accordance with employee requests on the basis of bargaining unit seniority insofar as reasonable. Requests shall be made in writing on June 1 and December 1 of each year and changes shall be effective at the start of the first full payroll period beginning on or after June 30 and December 31.

Section 4. Pass Days. All employees shall be regularly scheduled to avoid split pass days except when the employee and Employer agree to same. Employees shall be scheduled for a minimum of four (4) pass days during each pay period.

Section 5. Trade. Employees may trade pass days and/or shifts upon reasonable advance notice to their supervisors.

ARTICLE 8

SENIORITY

Section 1. Definitions.

A. County Seniority. The employee's length of continuous service for the County of Calhoun since the employee's most recent

date of hire. County seniority shall be used for determining annual leave accrual, longevity and pension credits.

B. Departmental Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Calhoun County Sheriff's Department since the employee's most recent date of hire.

C. Classification Seniority. The date employee was appointed his present job classification. Classification seniority shall be used for shift preference, pass day preference, layoff and recall and vacation preference.

D. Ties. Any ties in the above seniority dates shall be resolved in favor of the employee with the greatest County seniority from most recent date of hire.

E. Adjustments. Seniority will be adjusted to reflect unpaid leaves or absences in excess of thirty (30) days.

Section 2. Seniority List. The Employer shall maintain a roster of employees, arranged according to classification seniority, setting forth each employee's name, classification and departmental seniority dates, and length of County service. The seniority list shall be posted December 1 and June 1 of each year, and a copy shall be provided to the Chief Steward and/or Union Counsel. Employees shall be obligated to check the seniority list when it is posted and, if it is incorrect in any way, to file a written protest within thirty (30) days after the list is posted setting forth the basis for the claim that the list is incorrect; such a timely protest shall be processed as a timely filed non-disciplinary grievance. Remedies for any breaches of this Agreement caused or arising from use of an incorrect seniority list shall be prospective only, and shall not include any award of back pay or other retroactive remedies.

Section 3. Super-Seniority. Notwithstanding his position on the seniority list, the chief steward and alternate chief steward of the bargaining unit, for the period for which they hold such office, shall be the last bargaining unit employees laid off and the first bargaining unit employees to be recalled, provided they are able to perform the required work. The Union agrees that this Section shall not be abused to avert potential layoff.

Section 4. Loss of Seniority. An employee's seniority or his employment relationship with the Employer shall automatically terminate for any one of the following reasons:

A. If the employee quits, retires or receives a pension, including a disability pension from the Employer;

B. If the employee is discharged or terminated and the discharge or termination is not reversed through the procedures set forth in this Agreement;

C. If the employee is demoted out of the bargaining unit, except for demotions in lieu of layoff;

D. If the employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within ten (10) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;

E. If the employee is absent from work for three (3) consecutive working days without advising the Employer of a reasonable cause for such an absence unless Employer notification was impossible due to circumstances beyond the employee's control. At the conclusion of the three (3) day period, the Employer shall notify the employee by certified mail that his seniority has been terminated;

F. If the employee uses a leave of absence for purposes other than that for which it was granted;

G. If the employee accepts a settlement from the Employer for permanent total disability;

H. If the employee knowingly makes a false and material statement on his application for employment or on any other departmental records or documents;

I. If the employee has not been recalled from layoff for a continuous period of six (6) months or the length of the employee's total continuous service in the Supervisory Unit, whichever is greater, or if the employee refuses to accept recall from layoff.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Grievances.

A. A grievance is any dispute, controversy or difference between the Employer and the Union, on any issue regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, or any rules or regulations pertaining to hours, wages, working conditions or other conditions of employment.

B. The grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated or the rules and regulations, and shall set forth completely the known facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this paragraph shall be denied.

Section 2. Time Limits.

A. Grievances shall be processed as rapidly as possible. The number of calendar or working days at each level shall be considered binding. Time limits and the steps may be shortened or extended by mutual agreement of the parties in writing.

B. If an employee or the Union fails to initiate a grievance within the time limits or to take the grievance to the next step within the time limits specified herein, the grievance will be considered settled without precedent on the basis of the Employer's last position in the matter. If the Employer does not respond to a grievance as required within the specified time limits, the grievance shall automatically proceed and shall be subject to the next step of the grievance procedure.

C. That grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

D. Working days shall be defined as Monday through Friday, excluding holidays.

Section 3. Non-Disciplinary Grievances.

A. Non-disciplinary grievances shall be presented in writing to the Sheriff or his designated representative and to the Personnel Director by the Union. The grievance must be so presented

within seven (7) calendar days after occurrence of the circumstances giving rise to the grievance or seven (7) days from when the employee or the Union should reasonably have known of the occurrence, not including the day of the occurrence.

B. The Employer shall have ten (10) calendar days to answer.

C. If the Union is not satisfied with the answer of the Employer, it may file a demand for arbitration pursuant to Section 5 of this Article.

Section 4. Disciplinary Grievances.

A. Grievances involving discharge, demotion, reduction in rank, suspension or written reprimands, shall be filed with the Sheriff or his designated representative within three (3) calendar days after occurrence of the circumstances giving rise to the grievance.

B. The Sheriff shall have ten (10) calendar days to answer.

C. If the Union is not satisfied with the answer of the Sheriff, it may file a demand for arbitration pursuant to Section 5 of this Article.

D. The Union, upon request, shall be given a copy of all notices, reports, complaints or other information which relates to, is, or may be made the basis for disciplinary action up to and including the discharge of such employee by the Employer.

Section 5. Arbitration.

A. Within twenty (20) calendar days after receipt of the Employer's Step C answer, not including the date of receipt of the answer, the Union may file a written demand that the grievance be submitted to arbitration. The demand shall be made by filing the Arbitrator Request Form with the Federal Mediation and Conciliation Service and delivering a copy of the form to the Employer.

B. If a grievance is to be submitted to arbitration, the Union may promptly submit to the Employer a list of five (5) arbitrators acceptable to the Union. The Employer may agree to selection of one (1) of the arbitrators on the Union list, or, within ten (10) working days, provide the Union with a list of five (5) arbitrators acceptable to the Employer. If the parties

are unable to mutually agree upon an arbitrator, either from a list or otherwise, the arbitrator shall be selected by each party alternately striking names from a panel of seven (7) arbitrators submitted by FMCS until only one such name remains, and the remaining person shall serve as the arbitrator. Should the parties mutually agree that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested.

C. The impartial arbitrator thus selected shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which he shall thereafter render his decision, in writing, within thirty (30) days from the close of the hearing.

D. The authority of the arbitrator shall be confined strictly to the grievance procedure which is in process and appealed to arbitration in accordance with the provisions of this Agreement, and prevailing statutes, and he shall have no authority to amend, modify, nullify, ignore, add to, subtract from or change any provisions of this Agreement or prevailing statutes.

E. The decision of the arbitrator shall be final and binding on the Employer and the Union and any and all of the employees involved.

F. Either party may, at its own expense, employ the services of a certified court reporter at the hearing for the purpose of preserving the proceedings.

G. The fees and expenses of the arbitrator shall be paid by the Union if the grievance is denied; it will be paid by the Employer if the grievance is granted. If the arbitrator sustains the grievance in part, the fees and expenses of the arbitration shall be shared equally by the Union and the Employer.

H. The Employer shall, upon request, make employees who are on duty available as witnesses. The Union President or his designated representative may attend all arbitration hearings and shall be paid at his regular rate by the Employer if he is scheduled to work.

ARTICLE 10

DISCIPLINARY ACTION, SUSPENSION AND TERMINATION

Section 1. Just Cause. Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just

cause shall not be required in the case of discipline or discharge of probationary employees who have been employed by the Employer less than one (1) year.

Section 2. Interviews. An employee shall be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

Section 3. Statements. No employees shall be required to make any statements concerning the alleged offense prior to consultation with Union representatives; provided that a statement may be required within twenty-four (24) hours of the request for a statement. The employee shall be permitted the presence of a steward before any questioning is done.

Section 4. Representation. The member against whom charges have been made may be represented at any hearing by the Chief Steward or a Union representative or Union attorney.

Section 5. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the commanding officer invoking the action and copies shall be furnished, if the employee wishes, to the Union and the member against whom the charges are brought.

Section 6. Specific Section. Such charges and specifications shall cite the specific sections or rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 7. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior disciplinary matter which occurred more than one (1) year (12 months) previously unless directly related to the current charge.

Section 8. Progressive and Corrective Discipline. When disciplinary action, suspension or termination becomes necessary, the principles of corrective discipline and progressive punishment shall, to the fullest extent possible, be followed.

A. The immediate supervisor outside of the bargaining unit shall discuss the employee's infraction of rules or policies with the employee. The management representative may place a notation of this discussion in the employee's personnel file. A copy of

said notation shall be given to the employee and to the Union. The employee shall have the right to have the Union Chief Steward present.

B. Upon a subsequent, similar or dissimilar offense, the management representative may formally reprimand the employee in writing, setting forth the specific infraction. Such reprimand shall become part of the employee's personnel record and a copy of the reprimand shall be given to the employee and to the Union.

C. Upon a subsequent, similar or dissimilar offense, the management representative or Sheriff may suspend the employee.

1. The length of suspension shall be based on the nature of the offense and the number and length of previous suspensions.

2. Notification of a suspension shall be in writing as previously specified setting forth a specific infraction and become part of the employee's personnel record. A copy shall be given to the employee and to the Union.

D. Failure of the employee to respond to corrective measures may lead to his termination from the Sheriff's Department.

E. In the case of a serious offense of a County or Departmental policy, rule or regulation or for violation of criminal law, the Sheriff shall not be prevented from immediately suspending or dismissing the employee.

ARTICLE 11

LAYOFF AND RECALL

Section 1. Definition of Layoff. Layoff shall mean a reduction of the work force except that layoffs shall not be used in lieu of Article 12.

When it appears that layoffs may be necessary, the Employer shall notify the Union President immediately to ascertain alternatives to layoffs, if any.

When the Employer determines that a layoff is necessary, the Employer will notify the Union and affected employees as soon as

possible but not later than fourteen (14) calendar days prior to the effective date of the layoff.

Section 2. Seniority Applying to Layoff. Seniority for purposes of layoff shall be determined as provided for in Article 8, Section 1 of this Agreement.

Section 3. Order of Layoff. The Employer shall determine the classifications in which the layoff is to occur. Within each classification the least senior employee shall be the first to be laid off.

Section 4. Demotion in Lieu of Layoff. Except as provided above, an employee subject to layoff who so requests shall, in lieu of layoff, be demoted by seniority to a lower position in the Department. Demotion shall be through those classes in which the employee previously held permanent status. In no event shall an employee replace another employee in a lower rank who has greater classification seniority in that rank. An employee demoted in lieu of layoff shall be entitled to recall to the employee's original position pursuant to Section 5 during a period of time equal in length to the employee's continuous service in the Supervisory Unit as of the time of demotion; an employee who is otherwise demoted shall have no recall rights to the employee's former position. Demotion shall mean a change in employment to a position class which has a lower maximum salary.

Section 5. Recall. Employees shall be recalled from layoff in order of seniority with the employee having the greatest amount of classification seniority being recalled first. Notification of recall shall be by personal contact, telephone or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Union. It shall be the employee's responsibility to keep notification of current address on file with the Employer. The notice shall set forth the date the recalled employee is expected to return to work.

Section 6. Benefit Continuation. The Employer agrees to continue paying all health insurance and life insurance premiums for a period not to exceed thirty (30) days from the date of last day worked. Employees who are on layoff in excess of the thirty (30) days from date of last day worked, may continue in force their hospital-surgical insurance by paying the full cost of all premiums, subject to any restrictions imposed by the insurance carrier or set forth in any applicable insurance agreements.

Payment shall be made through the County Personnel Officer. Employees may also continue life insurance coverage after thirty (30) days from the date of last day worked by paying the premiums therefor through the County Personnel Officer if permissible under the regulation of the insurance carrier.

ARTICLE 12

FILLING OF VACANCIES

Section 1. Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of sixty (60) calendar days and the employee has been specifically designated by the Sheriff as occupying the temporary assignment or as serving in an "acting" capacity. After sixty (60) days in such a temporary assignment, the employee shall be paid the rate of pay he would be entitled to, had he been promoted. Upon expiration of the temporary assignment, the employee shall resume his original duties and pay.

This provision shall not be used to avoid the higher rate of pay through the use of arbitrary interruptions of the "acting" status of the employee.

Section 2. Purpose of Promotional Procedure. The purpose of this procedure is to establish a promotional system for full time, non-probationary employees in the Calhoun County Sheriff's Department. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does or does not exist. This procedure shall not apply to temporary vacancies anticipated that last ninety (90) calendar days or less or to fill vacancies due to an employee being on sick leave of absence including a worker's compensation leave.

Section 3. Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification.

Section 4. Eligibility. To be eligible for a promotional advancement the following requirements must be met:

A. Promotion to Lieutenant. The employee must be a current bargaining unit member and have been employed in the bargaining

unit for a minimum of two (2) years, have six (6) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan and have been employed by the Calhoun County Sheriff's Department for four (4) years.

B. Promotion to Captain. The employee must be a current bargaining unit member and have been employed in the bargaining unit for a minimum of two (2) years, have eight (8) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan and have been employed by the Calhoun County Sheriff's Department for six (6) years.

Section 5. Program Weight. Scores shall be based upon a written examination, performance evaluations and an oral board examination. The weights assigned shall be as follows:

- A. Written Examination. Forty (40) points.
- B. Performance Evaluation. Forty (40) points.
- C. Oral Board. Twenty (20) points.

To qualify for placement on a promotional list, all applicants must achieve a combined score on their written examination, performance evaluation and oral board examination, which equals a minimum of eighty (80) points. Employees subject to this procedure may participate in whatever number of promotional opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional list if they have achieved the requisite minimum score of eighty (80).

Section 6. Roster. For each classified position, a roster of selection will prevail. Initially, this means that the scores will be in consecutive order with the Employer promoting from among the top three (3) scores. For each successive vacancy thereafter, the Employer will select from a group consisting of the highest three (3) scores including those employees who had not been selected for the immediately preceding vacancy on the promotional list involved. Once an employee has been considered twice for advancement on a particular promotional list and has not been selected, his name shall be removed from the list involved.

Section 7. Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. Written tests will be designated at a

general knowledge level or standards designated where rank and position warrant specialization. The Employer will determine where general or specialized testing is warranted. All written examinations will be designed and drafted by a professional agency. The Employer shall determine the professional agency best qualified for this testing composition.

Section 8. Performance Evaluation. Performance evaluations will be conducted annually by the Sheriff or his designated representative on the employee's anniversary date.

Section 9. Oral Board. The oral board shall consist of three (3) members. Two (2) members of the oral board shall be law enforcement officers from outside the Department whose rank is equal to or higher than the position being sought. The remaining position on the oral board shall be filled by the County Personnel Director. The results of the written examination shall not be made available to the oral board. The Employer shall supply to the oral board an employee's attendance record for the preceding twenty-four (24) months and his disciplinary record for the preceding eighteen (18) months, together with any awards the employee may have earned during the preceding twenty-four (24) months.

Section 10. Posting of Examination Notices. Vacancies or newly created position notices will be posted for a period of seven (7) calendar days and employees wishing to fill such position shall apply in writing to the Sheriff during the said seven (7) day period. It shall be the sole responsibility of an employee who is to be absent for more than seven (7) calendar days to notify the Employer of a forwarding address or telephone number where he can be reached.

Section 11. Examination Procedure. Any employee has the right to examine the result of his own performance evaluation and written examination. The documents are confidential and they cannot be removed from the files. However, the contents of promotional documents will be made known only to the Sheriff and his designated representatives, and the employee himself and the designated representative.

Section 12. Pay Rate On Promotion. Commencing on the first (1st) full pay period following promotion, the promoted employee shall be initially paid at the earliest step in the classification to which he is promoted which will give him a pay increase. He shall thereafter advance in the pay scale in accordance with his length of service in the new classification.

Section 13. Probationary Period. All employees promoted shall be on probation for a period of one (1) year immediately following promotion. During said probationary period, the Employer may demote the employee to his former classification and all secondary transfers or promotions shall be returned to their former classification. During the first ninety (90) calendar days following promotion to the classification, an employee may, on his own volition, request in writing to be relieved of his new classification and be returned to his former classification. If an employee returns to his former classification at his own request, his name shall be removed from all promotion rosters until the next written examination is given and all secondary transfers and promotions shall be returned to their former classifications.

Section 14. Examination Period. Promotional examinations will be given whenever a vacancy exists unless there is a current promotional roster in effect. A current promotional examination will be valid for twelve (12) months.

Section 15. Outside Appointment. In the event, subject to Section 4 above, eligible employees who take the examination for a promotion do not qualify, the Employer reserves the right to decrease the eligibility by two (2) years. In the event those persons with a minimum of four (4) years experience are unable to be qualified, by virtue of the examination process, the Employer and the Union agree that if those events occur, then the Employer may go outside the bargaining unit to fill the vacancy.

ARTICLE 13

SALARIES

Section 1. Salary Schedule. Effective the first full payroll period beginning on or after January 1, 1989, the salary schedule for bargaining unit employees shall be as set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2. Levels of Pay Increments. The parties agree that all salary level increments shall be automatic during the life of this agreement as follows:

A. Level 01 shall be the starting rate of pay in the classification.

B. Level 02 shall be the rate of pay after one (1) year of service in the classification.

C. Level 03 shall be the rate of pay after two (2) years of service in the classification.

Section 3. Longevity. Beginning January 1, 1986, each employee who has worked at least five (5) years for the Employer shall be entitled to longevity payment on the employee's anniversary date in accordance with the following formula:

Fifty dollars (\$50.00) for each year of completed service, to a maximum of one thousand dollars (\$1,000.00) on any anniversary date.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Leaves of Absence. Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, vacation, holidays, longevity bonus, insurance coverage, etc.) shall not accumulate or accrue during any unpaid leave of absence, except as expressly provided in this Agreement. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) days except as expressly provided in this Agreement. All accrued benefits shall be frozen at the beginning of a leave of absence and shall be available upon return, except that all earned vacation must be utilized prior to being placed on an unpaid leave of absence.

Section 2. Vacations.

A. All full-time employees included within the bargaining unit who have the required seniority on their anniversary date of hire each year and who satisfy the work requirements set forth below shall be granted a vacation with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Time Off With Pay</u>
1 year	2-weeks
5 years	3-weeks
10+ years	4-weeks

Vacation pay will be computed at the salary level which the employee is earning at the time of commencing the vacation leave.

Vacation benefits will be prorated where an employee takes a leave of absence in excess of thirty (30) days or the employee is otherwise not actively employed by the Employer during the entire year preceding this anniversary date of hire.

B. Vacation scheduling shall be determined on a first come - first served basis, except that requests for vacation time off in blocks of at least one week shall take precedence over requests for vacation time for a shorter period. Conflicts in vacation requests shall be resolved by giving preference to the employee with the greatest seniority, provided the vacation requests are submitted on the same workday. Consideration of employee preference in scheduling vacations shall be given when possible and practical, but vacation scheduling shall be at the discretion of the Employer with primary consideration given to the requirements of the department. Vacation leaves may be taken one day at a time upon prior approval of the Employer and approval shall not be arbitrarily denied. Employees shall be responsible for making arrangements to have their duties performed and their absence covered by other qualified members of the bargaining unit.

C. Vacation time which accumulates in excess of two hundred (200) hours shall be forfeited by the employee unless the accumulation is due to the Employer's cancellation of a previously scheduled and approved vacation. In case of such cancellation, the employee shall be granted an additional ninety (90) day period within which to schedule and use the excess accumulation of vacation time.

D. Employees shall be entitled to be paid for accrued and unused vacation leave, including any amount allowed to be carried over from the prior year, upon termination of employment for any reason.

E. Employees on vacation leave shall not be required to interrupt their vacation and report for work except in emergency situations.

F. Notwithstanding this Section 2, an employee shall continue to accrue, and may use, vacation benefits under the system set forth in the expired Agreement until the employee's anniversary date next following July 1, 1986, at which time this Section 2 shall become effective. However, time worked for which benefits are accrued under the expired Agreement shall not count as time worked for purposes of earning benefits under this Section 2, although seniority accumulated under this and prior Agreements shall count for purposes of determining benefit levels under subsection A of Section 2.

Section 3. Paid Personal Time. Employees may take additional time off without loss of pay. Such time shall normally be approximately twenty (20) work days per year, but may be increased by the Employer for employees who actually work in excess of 1,960 hours per year or in cases of other unusual circumstances. There shall be no carry-over or pay-out for unused personal time. This benefit shall not be used for more than one (1) week in succession. Paid personal time may be used provided the employees make arrangements to have their duties performed and their absence covered by other qualified members of the bargaining unit and they give their supervisors reasonable advance notice, and provided further that such use does not interfere with orderly operation of the department and does not interfere with the rights of other unit employees to relatively equal access to benefits under this Section. This benefit shall not be used in lieu of or in addition to S & A or workers' compensation benefits, although it may be used during the elimination period prior to the receipt of such benefits. Levels of use of this benefit shall be monitored and shall be reviewed at least monthly at a staff meeting. The Employer reserves the right to impose limits on the use of this benefit by any employee who abuses the benefit. It is the parties' intention that this benefit be used in lieu of and under circumstances similar to those formerly applicable to holidays, sick leave, bereavement leave and personal leave.

Section 4. Illness, Injury and/or Pregnancy Leave.

A. A leave of absence without pay for disability due to injury, illness and/or pregnancy will be granted to employees with seniority upon proper application, subject to the Employer's right to require satisfactory medical proof of disability. An employee may be on such leave for a period of not more than one (1) year. The Employer may require at any time, as a condition of continuing a leave under this Section, satisfactory proof of continuing disability. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue to work, and in all such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer in writing of any condition which will require a leave of absence under this Section, together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee within thirty (30) calendar days after the employee is first aware of the condition, if possible. All employees returning to work from

a leave of absence must present satisfactory medical proof that the employee is able to perform the employee's job. In cases of leaves lasting more than ninety (90) days, the Employer will have two (2) weeks within which to reinstate and place the employee in accordance with the seniority provisions of this Agreement. In all instances in which a medical examination may be required, the Employer may require such examination to be performed by the physician designated by the county as the County Physician, and shall have access to the relevant medical records or reports of the County Physician, but the Employer shall bear the entire cost of such examinations as it requires.

In the event of a disagreement between the employee's treating physician and the County Physician concerning an employee's condition, the two physicians shall mutually agree upon a third physician whose opinion shall be controlling and not subject to review under the grievance and arbitration procedures.

B. The Employer shall continue to pay required premiums to continue health, dental and life insurance in effect while an employee is on paid personal time or is receiving sickness and accident insurance benefits from the Employer's carrier. During such periods, the employee shall also continue to accumulate seniority.

Section 5. Personal Leave. Upon written request, an employee may be granted a personal leave of absence by the Employer, without pay or benefits, not to exceed one (1) year in duration.

Section 6. Military Leave.

A. Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement to employment as required by applicable provisions of Act 263, Public Acts of 1951, and any other applicable statutes then effective.

B. Any permanent employee who is a reservist or a member of the National Guard who is compelled to attend an "annual active duty for training" shall be compensated by the Employer for the difference between his regular pay and his military pay, for the time which would have been regularly worked up to a maximum of ten (10) workdays each calendar year. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the tour of duty during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the County Treasurer and the County shall make the employee whole.

C. All members of the bargaining unit who are members of the Reserve or National Guard may have their pass-leave days arranged to allow them to attend monthly or weekend meetings. The Sheriff reserves the right to call a special conference if a conflict of scheduling occurs.

Section 7. Workers' Compensation Leave. An employee shall be granted a workers' compensation leave in the event of becoming entitled to receive workers' compensation benefits due to being disabled through job-related illness or injury. In such cases, the Employer shall provide the employee with a salary supplement (not chargeable against paid sick leave or vacation benefits) equal to the difference between workers' compensation benefits and the employee's regular weekly salary, determined in such a manner that the workers' compensation benefits and supplement, when combined, do not exceed the employee's regular "take-home" pay. The Employer's obligation to pay such supplement shall not exceed fifty-two (52) weeks after the payment commenced or commences, except that the Employer's obligation shall continue for up to one hundred fifty-six (156) weeks in the event of disability due to gun shot, assault, vehicle accident or other acts of violence directed against the employee while in the line of duty. Employees shall continue to accrue seniority and the Employer shall continue to pay premiums for insurance under Article 16 while such supplement is being paid.

Section 8. Union Leave. Providing adequate notice is given to the Department, the Union may designate an individual or individuals who may collectively take up to a maximum of two (2) days per year leave without loss of pay to attend Union functions.

Section 9. Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this Agreement unless the employee gives a written notice to the Employer of a desire to return to work prior to the expiration of the leave. If such notice is given, the employee will be assigned to work as soon as possible, but no later than two (2) weeks following the receipt of such notice (seniority permitting in the event of a layoff).

Section 10. As soon as it becomes apparent that an employee will be away from work due to a leave of absence under Article 14, Sections 4, 5, 6 or 7, and such absence will result in a reduction in the number of employees actively employed in the bargaining unit for a period of at least eight (8) weeks, the parties

will hold a special conference to discuss the matter, including alternate arrangements to compensate employees for additional workloads.

ARTICLE 15

CLOTHING, CLOTHING ALLOWANCE AND CLEANING

Section 1. General. The Employer agrees to provide uniforms for employees in the bargaining unit in accordance with Appendix B and to maintain such clothing and equipment. The employee shall adhere to such standards of appearance as shall be set forth by the Sheriff.

Section 2. Clothing Issue. Upon termination of employment, it is the responsibility of the employee to return such clothing and equipment to the Employer. If not returned, the cost of the unreturned clothing or equipment will be deducted from the employee's final paycheck and/or other termination remuneration.

Section 3. Cleaning. The Employer shall provide for suitable cleaning of in-line-of-duty uniforms or other authorized clothing worn in the line of duty at County expense.

Section 4. Clothing Allowance. The Employer shall provide up to the following amounts of money for the purchase of clothing for investigators and employees who are assigned to work in plain clothes as follows:

As of six (6) months after assignment: \$180.00

Six (6) months thereafter: \$180.00

An additional \$180.00 each six (6) months thereafter during the term of said assignment.

It shall be the responsibility of each employee receiving a clothing allowance to furnish bills indicating the purchase of such clothing to the Sheriff. The employee, at his discretion, may request the Employer to pay such bills directly to the vendor, provided, however, that in no event shall such payments exceed the foregoing amounts.

ARTICLE 16

INSURANCE

Section 1. Health Insurance. All full-time employees shall be eligible to participate in the Blue Cross/Blue Shield hospital-surgical insurance plan or its equivalent from another carrier. The County shall pay for the cost of coverage for employees and employees' dependants; provided, however, that if the employee and the employee's spouse are both eligible to participate as employees in group health plans funded by or through the County, the employee and the employee's spouse shall elect coverage under only one such plan. Coverage of the employee, the employee's spouse, and/or the employee's dependants under two or more County health care plans shall not be permitted. If the employee and employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to determine the health plan in which the employee, the employee's spouse and/or the employee's dependants shall be eligible to participate. Applications and election forms shall be secured from the County Personnel Officer, signed and returned indicating the employee's desires concerning insurance coverage. The Blue Cross/Blue Shield plan shall be MVF-1 basic coverage, Master Medical Option 4 including PDP, ML Rider, D45NM Rider, and PPNV-1.

Section 2. Dental Insurance. All full-time employees shall be covered by the current Delta Dental plan or its equivalent, with premiums paid by the Employer. Said plan is attached hereto as Appendix C.

Section 3. Optical Insurance. All full-time employees shall be eligible to participate in the current optical insurance plan or its equivalent, with premiums for employees and their dependents paid by the Employer.

Section 4. Life Insurance. All full-time employees in the bargaining unit shall be covered by an amount of life insurance coverage equivalent to the employee's annual salary rounded up to the next nearest thousand dollars (\$1,000.00) with double indemnity provisions (exclusive of any workers' compensation coverage). The Employer shall pay the cost of required premiums.

Section 5. Liability Insurance. The Employer shall acquire and pay the premiums for liability insurance coverage equal to or better than the National Sheriff's Association Professional Liability Insurance.

Section 6. Life Insurance in Lieu of Health Insurance. An eligible employee who effectively elects to forego participation by the employee, the employee's spouse and the employee's dependants in any health benefit plan funded by or through the County shall be paid a cash alternative in the amount of Two Hundred Sixty (\$260.00) Dollars annually, payable at the end of the first full payroll period in December of each year. Such an election must be made in writing, in a form acceptable to the Employer and must be filed with the County Personnel Officer on or before December 20 to be effective for the period of January 1 through June 30, and on or before June 20 to be effective for the period of July 1 through December 31. Once made, elections shall be irrevocable for the six month period covered. Employees who elect to forego coverage for one-half of a year shall only be entitled to receive one-half of the cash payment. Alternatively, an eligible employee who elects not to participate in the hospital and surgical insurance program as set forth in Section 1 hereof shall be eligible to receive, in addition to the life insurance provided in Section 3, an additional Ten Thousand (\$10,000.00) Dollar double indemnity life insurance coverage at County expense.

Section 7. Sickness and Accident Insurance. In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that their former program of paid sick days shall no longer continue to exist. The Employer shall obtain and pay the required premiums for a sickness and accident insurance program for full-time employees covered by this Agreement. This coverage shall become effective the first (1st) work day following completion of sixty (60) calendar days of employment with the Employer. Employees who become totally disabled and prevented by such disability from performing any bargaining unit work and who are otherwise eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross weekly salary. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of sickness or pregnancy, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, or any salary continuation program.

Section 8. All insurance coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures and other limitations as may be imposed from time to time

by the Employer's insurance carriers. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified during the term of this Agreement, and the Employer shall have no obligation whatsoever to pay or provide any benefits or plans which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverages or benefits (except disputes relating to unjustifiable non-tender of premiums), shall not be subject to the arbitration procedures established under this Agreement.

Section 9. Selection of Insurance Carrier. The Employer reserves the right to select or change the insurance carriers providing benefits stated in Section 1 through Section 6, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided equivalent benefits are provided. Before the Employer changes insurance carriers, the Union President shall be advised in advance in writing of the Employer's intent to change insurance carrier(s) and be provided with a copy of the new insurance plan or proposal.

Section 10. Insurance During Leaves of Absence. The Employer shall have no obligation to pay insurance premiums beyond the month in which an employee commences a leave of absence lasting more than thirty (30) days except that the Employer shall continue to pay required premiums while an employee is on vacation, or is collecting sickness and accident insurance benefits from the Employer's carrier, or is receiving a workers' compensation supplement from the Employer. Subject to such restrictions, rules, procedures and limitations as may be imposed from time to time by the Employer's insurance carriers, employees on leave of absence lasting more than thirty (30) days may continue insurance in effect by paying the full premium therefor to the County Personnel Officer on or before the first day of the month during which such premiums are due.

ARTICLE 17

RETIREMENT

Section 1. The Employer agrees to make a retirement fund contribution to a qualified employee retirement program administered by

a professional, commercially recognized administrator selected by the Union. The amount of the Employer's contribution shall be equal to three-fifths (3/5) of the employee's contribution, provided that the employee's contribution does not exceed five percent (5%) of the employee's regular salary. The Employer's contribution to the retirement program will be made on a quarterly basis. The retirement plan shall provide for immediate vesting in all amounts contributed by the employee and shall provide for vesting in all amounts contributed by the Employer according to a schedule of forty percent (40%) after four (4) full years of employment, fifty percent (50%) after five (5) full years, and so forth. For purposes of vesting, all past service with the Employer as of January 1, 1987, shall be counted. All forfeitures due to non-vesting shall accrue to the Employer.

Section 2. The Employer agrees to use its best efforts to obtain for all unit employees, who desire it, a refund of their individual contributions to the Calhoun County Retirement Annuity Plan operated by John Hancock and to obtain a refund of Employer contributions made on behalf of employees. If necessary, such efforts shall include the commencement of appropriate legal action. The Employer agrees to contribute the net refund of Employer contributions (after all costs of obtaining recovery, including attorney fees) to the retirement program described in Section 1 of this Article. The Employer's contribution shall be apportioned to individual employees' accounts according to the proportion each employee's initial, direct deposit of refunds of individual contributions obtained under this Section into the retirement program described in Section 1 bears to the total initial direct deposits of refunds on individual contributions into such program. Refunds of individual contributions which are deposited into the retirement program described in Section 1 shall not be considered as or counted toward the employee's percent of salary contribution under such program; nor shall refunds of Employer contributions from John Hancock be considered as or counted toward the Employer's three-fifths (3/5) matching contribution under the program described in Section 1.

Section 3. The obligations contained in this Article are in substitution for and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the Employer has or may have had at any time under any prior retirement program.

ARTICLE 18

MISCELLANEOUS

Section 1. Records. Vacation leave, paid personal time and other benefits are computed and credited on the basis of official County records on file in the Calhoun County Personnel Officer's office. These records are those furnished to the County Personnel Officer on a monthly basis by the Sheriff's Department.

Section 2. Payment at Death of Employee. Wages, vacation time and any other benefits due to a deceased employee, shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee with the Calhoun County Personnel Officer. In the absence of a valid beneficiary designation, payment shall be made pursuant to statute.

Section 3. Severability. During the life of this Agreement, if any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party herein, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for said provision.

Section 4. Time of Remuneration. The Employer agrees that remuneration for regular salary, including any used absence with pay benefits, shall be paid on a bi-weekly basis in a common check.

Remuneration for unused sick leave, longevity, and other payable benefits shall be paid by separate check at the time specified in the collective bargaining agreement.

Section 5. Meals. Meals may be eaten free at the County Jail by those employees whose assignments are such that they cannot leave the building during their shift.

Section 6. Gender. Wherever the male pronoun is used within this Agreement, it denotes both male and female gender.

Section 7. Vehicles. Each command officer shall have the personal use of a Calhoun County Sheriff Department patrol vehicle while on duty and while off duty for use within Calhoun County. Such vehicle shall not be used on occasions when the employee will be consuming any alcoholic beverages. Such vehicle shall, at a minimum, be equipped with radio, warning lights, and siren, and such other equipment as is necessary in light of the use of the vehicle. The radio shall be on at all times when the vehicle is in use, and the employee may be required to respond to calls in accordance with departmental procedures and policies. Orders shall be placed to obtain sufficient vehicles as soon as administratively possible, and vehicles shall be obtained no later than August 1, 1989. Vehicles shall be initially assigned by lottery among unit employees who do not already have an assigned vehicle.

Section 8. Medical Check-up. The Employer agrees to pay for a complete bi-annual physical examination for all full-time seniority employees. If an employee elects to have such examination performed by a physician other than the County physician, the Employer will reimburse the employee for the cost of the examination up to a maximum of One Hundred Twenty Five (\$125.00) Dollars and the Employer shall have access to the physical examination report.

The employee may have this physical examination once every two (2) years.

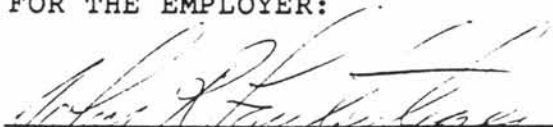
ARTICLE 19

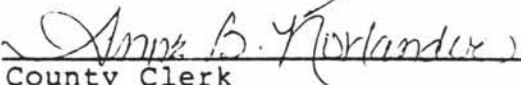
DURATION

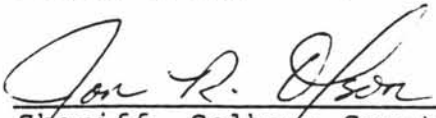
Section 1. Duration. This Agreement shall become effective as of January 1, 1989, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 1991, and from year to year thereafter unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the expiration date, giving written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.

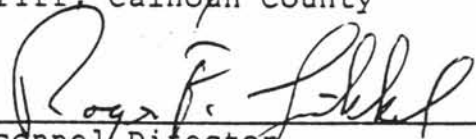
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

FOR THE EMPLOYER:

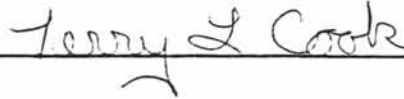

Chairman, Board of Commissioners


County Clerk


Sheriff, Calhoun County


Personnel Director

FOR THE UNION:





APPENDIX A

SALARY SCHEDULE

Effective the first full payroll period beginning on or after
January 1, 1989:

	<u>Start (01)</u>	<u>1 Year (02)</u>	<u>2 Year (03)</u>
Sergeant	\$30,000	\$31,500	\$33,000
Lieutenant	\$33,000	\$33,656	\$34,312
Captain	\$34,312	\$34,970	\$35,625

Effective the first full payroll period beginning on or after
January 1, 1990:

	<u>Start (01)</u>	<u>1 Year (02)</u>	<u>2 Year (03)</u>
Sergeant	\$31,050	\$32,600	\$34,155
Lieutenant	\$34,155	\$34,835	\$35,512
Captain	\$35,512	\$36,195	\$36,870

Effective the first full payroll period beginning on or after
January 1, 1991:

	<u>Start (01)</u>	<u>1 Year (02)</u>	<u>2 Year (03)</u>
Sergeant	\$32,135	\$33,740	\$35,350
Lieutenant	\$35,350	\$34,920	\$36,755
Captain	\$36,755	\$37,460	\$38,160

APPENDIX B

CLOTHING ISSUE

Jail Division

- 1 name plate
- 2 pair of footwear
- 4 pair of pants
- 4 short sleeve shirts
- 3 long sleeve shirts
- 1 shirt badge (same as Road Patrol) for duty use
- 2 neck ties
- 1 tie fastener

Road Patrol Division

- 3 pair of pants
- 3 long sleeve shirts
- 3 short sleeve shirts
- 2 hats (1 summer; 1 winter)
- 1 shirt badge, metal
- 1 coat badge, metal
- 1 hat badge, metal
- 3 neck ties (for winter use and special function only)
- 1 service jacket (heavy)
- 1 service jacket (lightweight)
- 1 pair rubber boots
- 1 revolver, Colt, Smith & Wesson or Ruger, .357 caliber
- 1 pair handcuffs
- 1 set of leather which will include a Garrison belt, hand-cuff case, holster, shell case, mace and case (employees, at their own expense may buy an acceptable set of leather gear)
- 1 off-duty revolver
- 2 pair of footwear
- 1 uniform tie fastener
- 1 walkie-talkie (for Lieutenants only)

Road Patrol Division

- 1 traffic whistle and chain
- 1 uniform rain coat and hat cover
- 1 name plate
- 1 Kel-light five cell flashlight, Be-lite or True Grit
- 1 winter parka with hood, below waist in length
- 1 brown quilted vest
- 1 set of fatigues to meet Michigan Sheriff's Association and Deputy Sheriff's Associations standards

APPENDIX C

DENTAL INSURANCE

Calhoun County has selected Delta Dental Plan of Michigan to administer the new Dental Assistance Plan for eligible employees. The following information is intended to be a brief explanation of the program. Detailed information and certificates will be available in the near future.

A. Coverage is effective July 1, 1978.

B. All eligible employees and their legal spouses are covered. Eligible dependent children are covered until the end of the calendar year in which they attain the age of 19. Any such children, after attaining the age of 19, are eligible until the end of the calendar year in which they attain the age of 25, provided they remain dependent within the meaning of the Internal Revenue Code of the United States.

C. Coverage:

	<u>Co-Payment</u>	<u>Services</u>
Class I	100% of	Diagnosis (exams, consultations); Preventive (cleaning, fluoride treatment); Emergency palliative treatment; space maintainers for children.
	50% of	Radiographs (full mouth and bite wing x-rays); Restorations (fillings, crowns, jackets, onlays, inlays); Oral Surgery; Root Canals, Periodontic services (treatment of gum disease).
Class II	50% of	Dentures; partial and complete Bridges.
Annual Maximum		\$800 per contract year per member of the family.
Deductible		None

D. What's not covered: Orthodontic, cosmetic dentistry, certain others, including worker's compensation claims, etc.

E. How the plan is used:

1. Make an appointment with the dentist of your choice. Inform him that you are covered by a Delta dental plan. Because the dental claim forms that must be submitted on your behalf are in the dental offices, you should also inform your dentist of your Group name and number.

2. If your dentist is not familiar with your plan or has any questions regarding the plan, have him contact Delta Dental Plan of Michigan, Inc., P.O. Box 30416, Lansing, Michigan 48909.

3. After a routine oral examination, your dentist will list any necessary treatment on your claim form. If the cost of these services is under \$125, he proceeds without any prior approval from Delta. Prior to rendering any service where charges will exceed \$125, he routinely forwards your treatment plan to Delta for predetermination. This predetermination procedure informs both you and your dentist of covered benefits, Delta's financial obligations within the confines of the contract and your financial obligation. Because this predetermination procedure requires only a minimum amount of time, it normally doesn't interfere with scheduling your appointment.

4. Be certain you discuss your dental needs and charges with your dentist. It is important you do this to completely understand what portion of your dentist's fees will be paid by your Delta plan and what portion is your obligation.

5. Once treatment is completed, your dentist submits the claim form to Delta for payment. Except in rare instances, payment is made within three weeks after Delta receives the claim. If your dentist is a contracting dentist with Delta, Delta will pay him directly and send you a copy of the claim form showing the portion of the charges paid by Delta and portion for which you are responsible. This payment is based on the dentist's usual, customary and reasonable fee as filed with and accepted by Delta or the billed fee, whichever is less.

6. If your dentist has not contracted with Delta, Delta will make payment directly to you on the basis of the dentist's fee or on the median of fees level of Delta's customary

range of fees, whichever is less. It will be your obligation to make full payment to the dentist.

F. Important numbers:

Group Number: 1775

Delta's Customer Service: 1-800-292-2644