

12/31/94

A G R E E M E N T

Between

CALHOUN COUNTY BOARD OF COMMISSIONERS  
AND THE SHERIFF OF CALHOUN COUNTY

and

THE FRATERNAL ORDER OF POLICE  
STATE LODGE OF MICHIGAN LABOR COUNCIL  
CALHOUN COUNTY SHERIFF'S DEPARTMENT DIVISION  
NON-SUPERVISORY UNIT

Effective January 1, 1993 through December 31, 1994

*Calhoun County*

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## A G R E E M E N T

This Agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 1993, effective on the first day of January, 1993, 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, Non-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 purpose 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 regular scheduled full-time and part-time personnel employed by the Calhoun County Sheriff's Department classified as Deputy Sheriff, Detective, Dispatcher, Clerks, Cooks, Dog Control Officer; BUT EXCLUDING supervisory and confidential 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 conflicts or are contrary to the terms of this Agreement.

## ARTICLE 2

### DEFINITIONS

Section 1. Employee or Employees. As used in this Agreement, "employee" or "employees" shall mean all regularly scheduled, full-time and part-time employees within the bargaining unit represented by the Union.

Section 2. Part-time Employees. Part-time employees shall be defined as those employees who are regularly scheduled to work not less than forty (40) hours nor more than sixty (60) hours per pay period.

Section 3. Regular Rate of Pay. Regular rate of pay shall be defined as base pay.

## ARTICLE 3

### 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) calendar days after the start of their 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 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) calendar 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 costs of administering and negotiating this Agreement. All employees have 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 Number

\_\_\_\_\_  
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 Officer before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off 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 Officer on or before the first (1st) day of the month shall become effective the second (2nd) 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 (2nd) 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 Bylaws, refunds to the employee will be made by the Union.

E. The Union shall notify the County Personnel Officer 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 of 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 Article 3, Section 1.

#### ARTICLE 4

##### UNION REPRESENTATION AND RIGHTS

Section 1. Collective Bargaining Committee. The bargaining committee of the Union will include not more than three (3) non-probationary employees within the bargaining unit and two (2) alternate members. It may also include non-employee representatives of the Union, not more than one (1) in number. The Union will give to the Employer, in writing, the names of its employee representatives on the bargaining committee at least fifty-five (55) calendar days prior to the expiration date of this Collective Bargaining Agreement.

Section 2. There will be no discrimination against any employee because of his duties as a Union official, Union representative, or committee member.

Section 3. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

Section 4. The Employer may assign the active members of the bargaining committee to the day shift during the contract negotiations, irrespective of seniority. The Employer shall have the right to assign in order of least seniority, non-probationary employees or a volunteer to fill in for such assignments during the period of negotiations without recourse to the grievance procedure.

Section 5. Stewards.

A. The Employer hereby agrees to recognize three (3) stewards and three (3) alternate stewards, each of whom shall have one (1) year seniority, to act as grievance representatives under this Agreement. One of the stewards shall be the Chief Steward who will be assigned to the first (1st) shift. No shift will be

permitted to have more than one (1) steward to represent employees on that shift. Alternate stewards may exercise the functions of a steward under this Agreement only if the steward on their shift is absent. In the absence of the Chief Steward, the day shift alternate steward shall be the Union's representative. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

B. The Union agrees that stewards and their alternates will continue to perform their regularly assigned duties and that their responsibilities as a steward will not be used to avoid those duties. Stewards and their alternates shall act in a manner which will not disrupt nor interfere with the normal functions of the Department. If it is necessary for a steward or his alternate to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor. In the event it is necessary for a steward to remain on his job after a request to handle a grievance is made, the steward shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

C. All stewards (and their alternates) are required to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor upon return to their regularly assigned duties.

D. The Employer agrees to compensate stewards or their alternates at their straight-time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a steward or his alternate abuses the privileges extended herein, and, if the abuse is not corrected, he will be subject to disciplinary action by the Employer, and the Employer may revoke this benefit with respect to the offending steward or alternate.

Section 6. 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. Notices 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 7. Personnel Files. Employees' personnel files shall be kept under the direct control of the Sheriff. The Employer and the Union agree that Act 397 of the Public Acts of 1978 shall govern access and review of the personnel records.

Section 8. Special Conferences. Special conferences for important matters will be arranged between the Union, its designated representatives and the Employer or its designated representatives upon the 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 8:00 a.m. and 5:00 p.m., except as mutually agreed otherwise. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by accredited representatives of the Union. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

It is expressly understood that this special conference provision is not to be used as a grievance procedure or substitute for or subject to the grievance procedure; nor shall participation in special conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

Section 9. Visits by Union Representatives. The Employer agrees that accredited non-employee representatives of the Union shall have access to the premises of the Employer during the regular business hours for reasonable periods of time to conduct Union business. Such representatives shall give advance notice of the desired meeting to the supervisor concerned, who will arrange a time and place for the meeting.

Section 10. Work Rules. The employer reserves the right to establish and change from time to time, reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures, including penalties for violations thereof, shall be posted on a bulletin board which is readily accessible to affected employees, and a copy shall be provided to the Chief Steward or alternate, prior to the application of such rules, regulations, policies and procedures. If the Union believes that any rule, regulation, policy and/or procedure, or the penalty for the violation thereof, is unreasonable or is otherwise inconsistent with the terms of this Agreement, a grievance may be filed within fifteen (15) calendar days after the establishment and posting of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 11. 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 will pay for, engage in, 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 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 a 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 will indemnify the employee, pay, settle or compromise the judgment. The Employer will make the selection of the attorney or attorneys.

## ARTICLE 5

### 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, material 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 object of collective bargaining.

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 objects of collective bargaining.



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 exceeds the manpower capabilities of the Sheriff's Department; however, all other uses of County employees to perform bargaining unit work are the object of collective bargaining.

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 job classifications(s), and the establishment of wage rates for any new or changed classifications(s) shall be the object(s) of collective bargaining.

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 with just cause and 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.

Section 2. 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 an employee of the Employer.

No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to perform their lawful duties as an employee of the Employer.

Section 3. 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 4. 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 2.

Section 5. No Lockout. The Employer agrees that during the life of this Agreement, there will be no lockout.

## ARTICLE 6

### NEW CLASSIFICATIONS

Section 1. New Classifications. Whenever the Employer establishes a new classification within the bargaining unit, the Chief Steward shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) working days from receipt of such notification to object to the assigned rate. If no objection is received by the Sheriff or his representative within such period, the rate assigned shall be deemed the applicable rate for the duration of this Agreement. If the Union makes timely objections to the rate, representatives of the Union and the Employer shall meet pursuant to the Special Conference Section of this Agreement. If the parties are unable to reach an

agreement on a rate of pay for the new classification, the matter shall be subject to the arbitration procedure set forth in this Agreement, provided the Union gives the Employer written notification of its intent to arbitrate the dispute within ten (10) working days. The making of such a request shall preclude submission of a new classification wage rate to arbitration under Public Act 312 or any other statutory procedure.

Section 2. Probationary Employees. All new full-time employees covered by this Agreement who are classified as Deputy Sheriff and Dog Control Officers shall be considered probationary employees for a period of one (1) calendar year, after which their seniority shall relate back to their most recent date of hire within the Calhoun County Sheriff's Department.

New, full-time employees covered by this Agreement who occupy classifications other than Deputy Sheriff or Dog Control Officers shall be considered probationary employees for a period of six (6) calendar months, after which their seniority shall relate back to their most recent date of hire within the Calhoun County Sheriff's Department.

New part-time employees covered by this agreement shall be considered probationary employees for a period of twelve (12) months. Part-time employees' seniority shall relate back to their most recent date of hire within the Calhoun County Sheriff's Department. An employee who completes the probationary period as a part-time employee shall not be required to serve another probationary period upon becoming a full-time employee.

The probationary period for the classification of Dispatcher only, may be extended once for not more than sixty (60) working days provided that a written evaluation of the employee's performance is made within five (5) months of employment and a copy is provided to the employee involved and also the Chief Steward.

Absences from work in excess of ten (10) working days shall extend an employee's probationary period accordingly. Until an employee has completed the probationary period, the employee may be disciplined, laid off, recalled or terminated at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance and arbitration procedures set forth in this Agreement.

There shall be no seniority among probationary employees.

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.

## ARTICLE 7

### WORK SCHEDULE AND OVERTIME

Section 1. Scheduled Work Period. For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Friday and continue until 12:00 midnight on the Thursday fourteen (14) days later.

Section 2. Schedule. A schedule shall be posted once every fourteen (14) days to determine the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted at least seven (7) days prior to the first day of the scheduled work period. Any full-time employee or group of full-time employees may be scheduled for eight (8) hour days (5 on and 2 off; or 6 on, 2 off, 4 on, 2 off; or vice versa) or ten (10) hour days (4 on and 3 off) or any other pattern of hours and days mutually agreed upon by the Employer and the Union.

Part-time employees shall be scheduled a minimum of four (4) hours per scheduled work day and shall be scheduled in full hour increments. These requirements shall not apply to 'unscheduled' work or overtime.

Section 3. Changes in Schedule. Whenever possible, an employee shall be notified at least five (5) calendar days prior to any change in his regular day off sequence, shift or division assignment. An employee's schedule shall not be changed for the purpose of avoiding payment of overtime to that employee.

#### Section 4. Shift Preference.

A. Definitions. "Needs of the service" shall be defined as a desirable action taken for the safe, efficient and effective operation of the Department.

B. All full-time employees shall be regularly scheduled so as to avoid split shifts. A non-probationary full-time employee

may select a bid for the shift assignment based upon his Departmental seniority.

C. Bidding for shift preference shall be opened for rebidding on December 1 through December 7 and June 1 through June 7 of each year to be effective the first full payroll period beginning on or after the tenth day of the following month. Employees shall not be entitled to overtime pay for daily or periodic overtime where such overtime results solely as a result of shift preferences.

D. An employee reassigned or transferred between bid periods shall not be allowed to select their shift on a seniority basis until the next bidding period.

E. When the "needs of the service" provision is invoked for the purpose of departing from the application of seniority in making shift assignments, the reasons shall be reduced to writing and copies given to the affected person and the Union.

F. If the Union feels that this Section is being abused, it may file a grievance directly to the Sheriff in accordance with Article 11, Section 3(B), and advance the grievance in accordance with the remainder of the grievance and arbitration procedure.

Section 5. Work Breaks. Employees assigned as Deputy Sheriff-Road Patrol, Deputy Sheriff-Corrections and Dispatcher shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period not to exceed thirty (30) minutes. One break shall be taken during the first half of the employee's shift and the second break is to be taken during the second half of the employee's shift. The lunch period shall be taken during the middle portion of the employee's term of duty and is scheduled by the Shift Commander. Breaks and lunch period shall be included in the employee's eight (8) hour workday. All breaks shall not be arbitrarily interrupted.

All other employees within the bargaining unit shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period not to exceed sixty (60) minutes. One break shall be taken during the first half of the employee's shift and the second break shall be taken during the second half of the employee's shift. The lunch period shall be taken during the middle portion of the employee's workday and as scheduled by the employee's

immediate supervisor. Lunch period shall not be included in the employee's eight (8) hour workday. Breaks shall not be arbitrarily interrupted.

Part-time employees who are scheduled to work less than eight (8) hours on a particular day shall be entitled to one break if scheduled to work five (5) hours or less, and a second break if scheduled to work more than five (5) hours.

Section 6. Overtime. Overtime pay for all employees shall be at the rate of one and one-half (1-1/2) times their regular hourly base rate of pay under the following conditions:

A. Daily. For full-time employees, all hours actually worked in excess of the employee's regularly-scheduled daily shift hours in any twenty-four (24) hour period; for part-time employees, all hours actually worked in excess of the regularly-scheduled daily shift hours of full-time employees in the same division or activity.

B. Periodically. All hours actually worked in excess of eighty (80) hours in any scheduled work period. For purposes of this subsection only, paid vacations, paid holiday leaves and paid personal time shall be considered "hours actually worked", provided these are used in accordance with Article 16; and provided further the Sheriff reserves the right to revoke inclusion of paid personal time, after consultation with the Union, in the event the Sheriff concludes that this benefit is being abused.

C. Conflict. An employee claiming overtime pay under two or more provisions of this Agreement shall receive only the greater of these benefits.

D. Requested Overtime. All employees shall be expected to work reasonable amounts of overtime upon request.

E. Equalization of Scheduled Overtime.

1. Scheduled overtime is defined as that overtime which the Employer schedules not less than forty-eight (48) hours prior to the need for such overtime.

2. Emergency or unscheduled overtime is defined as that overtime which is needed with less than forty-eight (48) hours notice.

3. An overtime list shall be posted and updated at least every twenty-eight (28) days. A new overtime list shall be implemented every July 1. Overtime shall be kept relatively equal among regular full-time employees within a classification.

4. An employee may file a written request with the Command Officers Division or sub-unit to which he is assigned that he be eliminated from the overtime list and not considered for the assignment of overtime hours. The employee may, at any subsequent time, but in no event more than twice in a twelve (12) month period, withdraw this request in writing at which time he will be placed on the overtime list at the average number of hours within that division or sub-unit.

5. An employee entering a division or sub-unit shall be placed on the overtime list at the average number of hours in that unit.

6. Police reserves or other non-unit employees shall not be utilized to avoid the payment of overtime. In the event of an emergency, declared by the Chairman of the Board of Commissioners, the Governor of the State of Michigan, or the President of the United States, the provisions of this Article shall not apply provided all available officers have been first utilized. Provided further, no officer shall refuse an overtime assignment in emergency situations.

7. Unscheduled overtime to cover an employee's absence on a shift shall not be offered to part-time employees until it is first offered to full-time employees who are on duty in the activity involved on the preceding shift.

8. Scheduled Overtime.

A. Scheduled overtime shall be posted for volunteers. If there is more than one volunteer for an overtime opportunity, it shall be given to the qualified volunteer who has the least amount of overtime on the overtime list.

B. Absent a qualified volunteer, the scheduled overtime shall be assigned to the qualified employee who has the least amount of overtime on the overtime list.

9. Emergency or Unscheduled Overtime.

A. Reasonable efforts shall be made to have emergency or unscheduled overtime offered to qualified employees already on duty (higher seniority first).

B. If not covered by a qualified volunteer, emergency or unscheduled overtime shall be assigned to the least senior qualified employee already on duty, with due consideration to the circumstances.

10. When considering volunteers or making overtime assignments the Employer may select a person who is available for a full shift in preference to an employee who is available for a half shift, regardless of subsections 8 or 9.

11. The Employer shall make reasonable efforts to obtain volunteers in order to avoid assigning employees to work on their pass days.

12. An employee shall not be required to work more than twelve (12) hours, or eight (8) hours on a pass day, except on a voluntary basis or under extreme emergency circumstances.

Section 7. Call Back. A full-time employee required to return to work outside his regular schedule shall receive credit for at least two (2) hours at the overtime premium rate. The intent of this Section is to, in part, compensate employees who have off-duty hours interrupted by an unscheduled return to work.

Section 8. Pass Days. All employees shall be regularly scheduled to avoid split pass days except when the employee requests or agrees to same. Within 'the needs of the service', selection of scheduled pass days shall be on a seniority basis within classifications. Employees shall receive a minimum of four (4) pass days during each scheduled work period, or be paid therefor in accordance with Section 6 of this Article. If an employee returning to work following a leave of absence under Article 16, Section 5 or 9, is compelled to work on any of his/her scheduled pass days remaining during the Scheduled Work Period, the em-



ployee shall be paid overtime pay for all hours the employee is compelled to work on such pass day(s).

Section 9. Trade. Employees, upon twenty-four (24) hours notice, may trade pass days and/or shifts only with the approval of their supervisors, provided, however, that the trade may not result in the payment of overtime to either employee involved in the trade.

Section 10. Duplication or Pyramiding of Premium Rate. There shall be no duplication or pyramiding of the premium rates set forth in any section of this Agreement with any other section of this Agreement.

Section 11. Training. Training sessions required by the Sheriff for employees to maintain skills, proficiencies and certification in such areas such as first aid and firearms, shall be construed as work time.

Section 12. Coupling. Employees who are eligible for vacation or compensatory time as provided for in this Agreement may, with the Employer's prior approval, take pass days in conjunction with vacation or compensatory time.

Section 13. Compensatory Time. Nothing contained herein shall prohibit the employee from electing to accept compensatory time off in lieu of overtime at the same rate. Compensatory time may be used only by mutual agreement between the employee and the Employer.

Section 14. Accumulation. No employee shall be entitled to accumulate more than eighty (80) hours of such compensatory time.

Section 15. Election. Once having elected either alternative, (overtime or compensatory time) the employee may not thereafter request the remaining alternative. There shall be cash remuneration for compensatory time only when an employee is separated for any reason and the Employer elects not to make paid time off available.

## ARTICLE 8

### PERSONNEL TRANSACTIONS

Section 1. Vacancies. When a permanent vacancy occurs within the bargaining unit which the Employer wishes to fill and which is not identified in Article 14, the Employer shall post that vacancy. Such posting shall identify the classification in which the vacancy exists, the minimum qualifications required for the classification and the general job duties and responsibilities assigned to the classification. The Sheriff shall fill the vacancy with the best qualified applicant (with seniority as a tie-breaker) from among those who have filed a written application for consideration with the Sheriff and who possess the minimum qualifications. The Sheriff shall post a notice naming the successful applicant after first issuing written notice to all applicants informing them of the results of the posting procedure.

Section 2. Temporary Promotion. A temporary promotion shall mean the temporary movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's salary grade, provided such temporary assignment is in excess of thirty (30) consecutive days and the employee has been specifically designated by the Sheriff as occupying the temporary assignment or as serving in an "acting" capacity. Effective the thirty-first (31st) day of such a temporary promotion, if the position is in the bargaining unit, the employee shall be paid the rate of pay he would be entitled to had he been promoted; if the position is outside of the bargaining unit, the employee shall be paid 110% of the employee's regular classification rate. A temporarily promoted employee shall remain a member of the bargaining unit and subject to the benefits and conditions of employment established by the Agreement regardless of the unit placement of the temporary position. Upon expiration of the temporary promotion, the employee shall resume his original duties and pay. A temporary promotion shall be limited to six (6) months for any individual. 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.

## ARTICLE 9

### SENIORITY

#### Section 1. Definitions.

A. County Service. The employee's length of continuous service for the County of Calhoun since the employee's most recent date of hire. County service 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. Ties. Any ties in the above seniority dates for employees hired after execution of this Agreement shall be resolved in favor of the employee whose last name comes earliest in alphabetical order.

Section 2. Seniority List. The Employer shall maintain a roster of employees, arranged according to Departmental seniority, setting forth each employee's name, seniority date, and length of County service. The roster shall list part-time employees separately from full-time employees, and part-time employees shall enjoy no seniority preferences over full-time employees. 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) calendar 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. Seniority of part-time employees who gain full-time status shall commence on the date of their full-time employment.

Section 3. Super-seniority. Notwithstanding his position on the seniority list, the Chief Steward and President 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 bar-

gaining 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. Duty Preference. The Employer generally recognizes seniority for purposes of area and floor assignments for non-probationary employees. However, the Employer reserves the right to make assignments irrespective of seniority for purposes of maintaining employee proficiency in all areas of operation.

## ARTICLE 10

### LOSS OF SENIORITY

Section 1. Loss of Seniority. An employee's seniority and his employment relationship with the Employer shall automatically terminate for any 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 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;

D. 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;

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

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

G. If the employee makes a false and material statement on his application for employment or on an application for leave of absence;

H. 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 Sheriff's Department, whichever is greater, provided the employee informs the Employer in writing every six (6) months that the employee desires to retain his seniority and rights under the Agreement (the Chief Steward will be notified in writing at least (2) weeks before this Section is invoked to have the affected employee comply); or if the employee refuses to accept recall from layoff;

I. If the employee has been on an unpaid leave of absence (other than military leave) for a period of more than one (1) year or for a period equal to the length of the employee's departmental seniority at the commencement of the leave of absence, whichever is less, provided that an employee shall not suffer a loss of seniority as the result of a workers' compensation leave under Article 16, Section 9. For purposes of this Section only, an employee shall be considered on a paid leave of absence while receiving benefits under Article 18, Section 6.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### Section 1. Grievance.

A. A grievance is any dispute, controversy or difference between the Employer and an affected employee concerning the interpretation or application of the provisions of this Agreement. The Union may initiate 'class action' grievances concerning grievable matters that can affect the future rights of the bargaining unit.

B. The grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated or 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 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. Any grievance not taken to the next Step within the time limits specified herein will be considered settled on the basis of the answer by the Employer without precedent.

C. If the Employer does not respond within the time limits or procedures required in each Step, the grievance shall be considered settled as requested without precedent. Failure to give notification will stay the time limits. Two (2) calendar days prior to the expiration of the time limits, the aware party will notify the other party that either an answer or appeal is due.

D. The grievance may be withdrawn at any Step of the procedure. Grievances so withdrawn shall not be reinstated.

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

Section 3. Non-Disciplinary Grievances.

A. Non-disciplinary grievances shall be discussed with the affected employee's immediate supervisor within five (5) calendar days after occurrence of the circumstances giving rise to the grievance or five (5) calendar days from when the Union should reasonably have known of the occurrence, not including the day of the occurrence.

B. If the employee is not satisfied with the supervisor's answer, the grievance 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 ten (10) calendar days after occurrence of the circumstances giving rise to the grievance of ten (10) calendar days from when the Union should reasonably have known of the occurrence, not including the day of the occurrence.

C. The Sheriff and the Board of Commissioners shall have ten (10) calendar days to answer.

D. If the Union is not satisfied with the answer of the Sheriff and the Board of Commissioners, it may request a meeting between the Sheriff, the Union's non-employee representative, the grievant and such others as may be mutually agreed upon. Such request must be in writing and must be filed with the Sheriff or his designated representative within three (3) calendar days after receipt of the answer. If requested, a meeting shall be held within twenty (20) calendar days after receipt of the answer.

E. If the Union is not satisfied with the answer of the Sheriff and the Board of Commissioners in C or D above, 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 discussed with the affected employee's supervisor within three (3) calendar days after occurrence of the circumstances giving rise to the grievance.

B. If the employee is not satisfied with the supervisor's answer, a written grievance shall be filed with the Sheriff or his designated representative within five (5) calendar days after occurrence of the circumstances giving rise to the grievance.

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

D. If the Union is not satisfied with the answer of the Sheriff, it may request a meeting between the Sheriff, the Union's non-employee representative, the grievant and such others as may be mutually agreed upon. Such request must be in writing and must be filed with the Sheriff or his designated representative within three (3) calendar days after receipt of the answer. If requested, a meeting shall be held within twenty (20) calendar days upon receipt of the answer.

E. 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.

F. 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. Within five (5) calendar days after receipt of the list of arbitrators, the moving party shall proceed to strike three (3) names from the list and the other party shall strike three (3) names until only one such name remains, and that person, whose name remains, shall become the impartial arbitrator to be used in hearing the dispute.

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) calendar 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 Sheriff, Board 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 for the purposes of preserving the proceedings, at the hearing.

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 shall attend all arbitration hearings and shall be paid at his regular rate by the Employer if he is scheduled to work.

## ARTICLE 12

### 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 or probationary employees.

Section 2. Interviews. Upon request, 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 the Union representatives; provided that a statement may be required within twenty-four (24) hours (1 day) 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 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 of 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 corrective discipline 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 supervisor shall discuss the employee's infraction of rules or policies with the employee. The supervisor may place a notation of the 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 a Union steward present.

B. Upon a subsequent similar or dissimilar offense, the supervisor 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 supervisor 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.

Section 9. Employees who are suspended in excess of thirty (30) calendar days shall not accrue seniority during the period of such suspension, provided such suspension is not reduced to less than thirty (30) days through the grievance procedure.

## ARTICLE 13

### LAYOFF AND RECALL

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

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

When the Employer determines that a layoff is necessary, the Employer will advise 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. Layoff Procedure. When a layoff occurs, probationary employees shall be laid off first, followed by part-time employees, followed by full-time employees with the least amount of departmental seniority as set forth in the current posted seniority list. However, the Employer may depart from the foregoing order of layoff where the remaining employees would not have the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the remaining required work. Where there is a dispute as to the more senior employee's present ability to perform the required work, the senior employee shall be granted a ten (10) to fourteen (14) calendar day trial period in which to demonstrate present abilities to perform the required work. Employees whose classification changes as a result of a layoff shall be paid at the

same step of the new classification as the employee occupied in the former classification, except that the employee shall be paid at the step which pays the rate most nearly equal to his former rate where the employee moves into a higher paying classification as a result of layoff. Thereafter, employees shall progress along the salary schedule in accordance with the length of time in the new classification.

Section 3. Recall. When the workforce is increased following a layoff, laid off employees with seniority shall be recalled in reverse order of layoff, provided no employee shall be entitled to recall unless the employee has the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the required work. Employees recalled to work shall be returned to their original classifications as soon as practicable after recall.

Section 4. Notification of Recall. Notification of recall shall be by personal contact, telephone call 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 Chief Steward or his alternate, by office mail. The notice shall set forth the date the recalled employee is expected to return to work.

Section 5. 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. Payment shall be made through the County Personnel Office. Employees may also continue life insurance coverage after thirty (30) days from the date of last day worked by paying the premiums therefore through the County Personnel Office if permissible under the regulation of the insurance carrier.

Section 6. Voluntary Layoff. When the Employer determines that it is necessary to lay off employees for a specified period of time, the Employer may seek volunteers for such layoffs prior to resorting to Section 2, above. In the event that more employees than necessary volunteer, the most senior volunteers shall be granted the layoffs, provided the Employer shall not be obligated to grant a voluntary layoff request where the remaining employees

would not have the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the remaining required work.

Section 7. Part-time Status in Lieu of Layoff. If acceptable to the Employer and the employees affected, full-time employees who are scheduled to be laid off may elect the status of part-time employees in lieu of layoff. Employees who make such an election shall not earn or accrue any benefits of full-time employment while they are working part-time.

## ARTICLE 14

### PROMOTIONAL PROCEDURE

Section 1. 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 vacancies due to an employee being on a sick leave of absence, including a worker's compensation leave.

Section 2. Advancement Opportunities. Promotion means to advance from a given classification to Detective or Sergeant. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the promotional procedure.

Section 3. Eligibility. To be eligible for a promotional advancement, the following requirements must be met:

A. Promotion to Detective. The employee must be classified as a Deputy Sheriff, have four (4) years of law enforcement experience, have a least one (1) year of road patrol experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been employed by the Calhoun County Sheriffs Department for one (1) year;

B. Promotion to Sergeant. The employee must be classified as a Deputy Sheriff, have four (4) years of law enforcement

and/or corrections experience and have been employed by the Calhoun County Sheriff's Department for one (1) year;

Section 4. 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. Sixty points.
- B. Performance evaluation. Forty points.
- C. Oral Board. Forty points.

To qualify for placement on a promotional list, all applicants must achieve a combined score on their written examination, performance evaluations and oral board examination which equals a minimum of 100 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 100 points.

Section 5. 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 not selected, his name shall be removed from the list involved.

Section 6. Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. 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 7. Performance Evaluation. Performance evaluations will be conducted annually by the Sheriff or his designated representatives on the employee's anniversary date.

Section 8. 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 9. 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 the employee who is to be absent for greater than seven (7) calendar days to notify the Employer of a forwarding address or telephone number where he can be reached.

Section 10. Examination Procedures. 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 11. 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 12. Probationary Period. All employees promoted shall be on probation for a period of six (6) months 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 clas-

sification 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 13. Examination Period. Promotional examinations shall be given and a new promotional roster shall be established not more than twelve (12) months after establishment of the previous roster.

Section 14. Outside Appointment. In the event, subject to Section 4, above, eligible employees who take the promotional program do not qualify, the Employer reserves the right to decrease the eligibility from four (4) years to two (2) years. In the event those persons with two (2) years experience are unable to be qualified, by virtue of the promotional program, the Employer and the Union agree that if those events occur, then the Employer may go outside the bargaining unit to fill that promoted vacancy.

## ARTICLE 15

### WAGES

Section 1. Wage Schedule. The wage 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. Automatic Increments. All wage level increments shall be automatic during the life of this Agreement. Part-time employees shall progress to the next highest wage increment in classification after they have completed 2,080 hours in classification.

Section 3. Shift Differential. Employees who work on the second or third shift shall receive, in addition to their regular pay, fifteen (15) cents per hour.

Section 4. Longevity. Full-time employees covered by this Agreement shall be paid a longevity bonus, determined on the employee's anniversary date of hire each year, based upon years of continuous service with the County. An employee who has completed a minimum of five (5) years of continuous service shall receive longevity benefits calculated on the basis of fifty



dollars (\$50.00) for each full year of continuous service, up to a maximum payment of one thousand dollars (\$1,000.00) in any year. There shall be no pro rata longevity payment upon an employee's termination for any reason whatsoever. Longevity payments shall be made during the first full payroll period commencing on or after the employee's anniversary date of hire.

Employees who, as of January 1, 1985, were receiving a longevity benefit greater than that which would be payable under this Agreement, shall be 'grandfathered' and shall continue to receive that higher benefit to a maximum of One Thousand (\$1,000.00) Dollars in a year until such time as they become entitled to an increase in benefit pursuant to the formula set forth above.

## ARTICLE 16

### 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 leave of absence, except as expressly provided in this Agreement. Seniority shall not accrue during any leave of absence in excess of thirty (30) calendar 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. Leaves of absence shall be granted only for the reasons specified herein, and seeking or engaging in any form of employment while on leave of absence without the prior written approval of the Employer, or falsification of the reason for a leave of absence or use of a leave for other than the specified purpose, shall constitute just cause for disciplinary action up to and including discharge.

### Section 2. Vacations.

A. All full-time employees included within the bargaining unit who have the required seniority and are employed by the Employer on their anniversary date of hire each year and who sat-

isfy the work requirements set forth below shall be granted a vacation with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Hours of Pay</u>	<u>Time Off</u>
1 year	80	2-weeks
5 years	120	3-weeks
10+ years	160	4-weeks

Vacation pay will be computed at the straight time regular rate of pay, exclusive of all premiums except shift premium, which the employee is earning at the time of commencing the vacation leave.

B. In order to be eligible for full vacation benefits, an employee must have actually worked for the Employer during the one (1) year period immediately preceding the employee's anniversary date of hire a total of at least one thousand five hundred (1,500) hours. Should any employee fail to qualify for full vacation benefits solely because of the requirement as to hours worked, the employee shall receive a percentage of the specified vacation pay on the basis of hours actually worked in accordance with the following schedule, provided the employee actually worked a minimum of five hundred (500) hours:

<u>Number of Hours</u>	<u>Percentage of Vacation Pay</u>
500 - 599	30%
600 - 749	40%
750 - 899	50%
900 - 1,049	60%
1,050 - 1,199	70%
1,200 - 1,349	80%
1,350 - 1,499	90%

No vacation benefits shall accrue for work performed between an employee's most recent anniversary date of hire and the employee's date of termination of employment.

C. 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 work day. 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.

D. 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) calendar day period within which to schedule and use the excess accumulation of vacation time. Before any vacation accumulation is in fact forfeited, the Employer shall provide the employee at least thirty (30) calendar days notice that the employee has accumulated two hundred (200) hours of vacation time.

E. 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.

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

### Section 3. Paid Personal Time.

A. During the first full pay period following the anniversary date of each full-time employee, commencing January 1, 1985 and continuing thereafter, the Employer will credit the employee with forty-eight (48) hours of paid personal time. Sixty (60) days after date of hire, new employees will be credited with forty (40) hours of paid personal time.

B. Paid personal time shall be paid at the employee's regular straight-time hourly rate, exclusive of premiums except shift premium, in effect at the time that the paid personal time is used.

C. Paid personal time may not accumulate or be carried over to subsequent years, except that an employee may carry

sixteen (16) hours of paid personal time into the next year from any year in which the employee has used not more than sixteen (16) hours of paid personal time. Paid personal time may not be used in advance of the date on which it is credited. Paid personal time which is unused as of termination of employment for any reason shall automatically lapse and not be paid for.

D. Any request to use paid personal time must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the date requested unless an illness or emergency exists which prevents giving the required notice. Requests for use of paid personal time may be denied if the absence of the employee would unreasonably interfere with the services to be performed by the Employer. Nothing in this Section shall be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning prior notification of absence from work.

#### Section 4. Holidays.

A. During the term of this Agreement, full-time employees shall earn and be entitled to take four (4) hours of holiday leave with pay per full fourteen (14) days scheduled work period during which the employee works at least forty (40) hours. Except when an employee is taking a full week of vacation or is on a pass day, time off on a day recognized as a holiday by the County or on the employee's last regularly scheduled workday before or first regularly scheduled workday after such holiday shall be charged as holiday leave. Paid vacations and holiday leave shall be considered hours of work for purposes of this Section.

B. Each hour of holiday leave shall be paid at the employee's straight-time regular rate of pay, exclusive of all premiums except shift premium, as of the date the leave is taken.

C. Holiday leave shall not accumulate from one year to the next. During the first full payroll period of December each year, employees will be paid for all unused holiday leave benefits earned but unused during the preceding twelve (12) months. Such pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums except shift premium, as of the end of the preceding year. Upon termination of employment, an employee shall be paid for all earned but unused holiday leave benefits.

D. Requests for use of holiday leave must be made to the employee's immediate supervisor at least one (1) week in advance of the date requested unless an illness or emergency exists which prevents giving the required notice. Requests for use of holiday leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed by the Employer.

Section 5. 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. Such a leave shall be granted only after the employee has exhausted any paid vacation benefits which may be available under this Agreement. 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. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination and, if appropriate, require the employee to take a leave of absence under this Section. 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, or the employee shall be deemed to have waived any right to reinstatement or reemployment at the conclusion of such leave. All employees returning to work from a leave of absence must present satisfactory medical proof that the employee is physically and/or mentally able to perform the employee's job. In cases of leaves lasting more than ninety (90) calendar 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, 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 physical and/or mental 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 a paid sick leave 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 6. Emergency Leave.

A. In the case of death in a employee's immediate family, a permanent, full-time employee shall be granted a leave of absence for any scheduled workday as follows:

1. Upon the death of a spouse or child, an employee shall receive forty (40) hours off immediately following the time of death, with pay, not to be deducted from accumulated sick days.
2. Upon the death of an employee's father, mother, sister, brother, father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren or relative residing in the employee's household, he shall be granted a leave of absence to attend the funeral, with pay, for any scheduled workdays falling within the period between the time of death and the day of the funeral, not to exceed twenty-four (24) hours and not to be deducted from accumulated sick days.
3. Upon the death of an employee's brother-in-law, or sister-in-law, he shall be granted leave of absence to attend the funeral, with pay, for any scheduled workdays falling within the period between the time of death and the day of the

funeral, not to exceed sixteen (16) hours and not to be deducted from accumulated sick leave.

B. The employee shall be required to submit proof of death if requested by the Sheriff.

Section 7. 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 8. 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 must attend an "annual active duty for training" or monthly weekend meetings, 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. Such payment shall be granted only upon advance notice to the Employer at least seven (7) calendar days prior to the beginning of the scheduled work period 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. This shall not entitle the employee to overtime compensation. The Sheriff reserves the right to call a special conference if a conflict of scheduling occurs.

Section 9. 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 Employers' obligation to pay such supplement shall not exceed twenty-six (26) 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. Employees shall continue to accrue seniority and the Employer shall continue to pay premiums for insurance under Article 18 while such supplement is being paid.

Section 10. 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 pay to attend Union functions.

Section 11. Family/Medical Leave. A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued paid leave of absence and paid vacation for leave which would otherwise be unpaid under the Act. The employee shall provide the Employer with timely notice and with such health care provider certifications as an employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under this Section and under the Act. An employee granted leave under this Section shall maintain contact with the Employer weekly in writing or as otherwise agreed, to keep the Employer informed of the employee's status and intention to return to work. An authorized leave under this Section shall automatically terminate at the end of any work week during which the employee fails to maintain required contact. Return to work shall be governed by the provisions of this Article. An employee who fails to return to work at the conclusion of a leave shall reimburse the Employer for group insurance premiums and costs paid by the Employer under Article 18, Section 9 for the period of such leave, as permitted under the Act.

Section 12. 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) calendar 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.

Section 13. Certification Leave. Full-time employees who are not Michigan Department of Corrections certified local corrections officers may take one four week leave of absence without pay for the purpose of attending the training course for satisfying the minimum standards for such certification. Employees may elect to use up to four (4) weeks of accrued and unused vacation benefits while attending the course. Employees hired before July 1, 1986, who successfully complete the course and obtain certification during the term of this Agreement shall be paid a stipend of Five Hundred Dollars (\$500.00) at the end of the payroll period next following the Employer's receipt of evidence of the employee's certification.

ARTICLE 17

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 appearances 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 of the employer. If not returned, the cost of 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 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 employees who are assigned to work in plain clothes as follows:

As of six (6) months after assignment . . . . . \$250.00  
Six (6) months thereafter . . . . . \$250.00

An additional \$250.00 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 amount.

## ARTICLE 18

### 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 pays for the cost of coverage for employees and employees' dependents. The Blue Cross/Blue Shield plan shall be MVF-1 basic coverage, Master Medical Option 1 and PPNV-1 with PPO. Applications shall be secured from the County Personnel Office, signed and returned indicating whether or not the insurance is desired. Employees may elect to purchase Master Medical Option 4 and/or PDP and ML rider through the Flexible Benefits Plan. Employer will continue to pay the additional cost for the elective coverage until 8/31/94 or until it stops paying for any Option 4 coverage for other bargaining units/employee groups in the County.

Section 2. Vision Care Insurance. All full-time employees shall be eligible to participate in the Employer's current vision care insurance plan, with premiums paid by the Employer for employees and their dependents.

Section 3. 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 4. Life Insurance. All full-time employees in the bargaining unit shall be covered by a minimum of \$10,000 double indemnity life insurance whose death benefits are exclusive of any worker's compensation coverage. An employee earning more than \$10,000 shall be entitled to that amount of life insurance cover-

age which shall be equivalent to his annual salary rounded up to the next nearest thousand dollars (\$1,000) with double indemnity provisions. The Employer shall pay all required premiums.

Section 5. Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the hospital and surgical insurance program as set forth in Section 1 hereof shall be eligible to receive, in lieu thereof, a cash alternative in the amount of Forty Dollars (\$40.00) each pay period, if the employee is not covered by the insurance of a relative whose premiums are paid by County or Court funds, provided the employee provides proof of a reasonable level of health care coverage from another source. As soon as administratively possible the County will install a Section 125 Flexible Spending Account for employees use in paying any required medical insurance premium co-pays, medical expenses not covered by insurance and child care expenses.

Section 6. Sickness and Accident Insurance.

A. 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) workday 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 wages. 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 worker's compensation, or any salary continuation program.

Section 7. 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 8. 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 9. 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) calendar 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, or is on family/medical leave. 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) calendar days may continue insurance in effect by paying the full premium therefor to the Controller's Office on or before the first day of the month during which such premiums are due.

## ARTICLE 19

### RETIREMENT

Section 1. Commencing the last full payroll period of 1984 and continuing during the last full payroll period of each year thereafter, 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 straight time wages. 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 twenty percent (20%) after three (3) full years of employment, forty percent (40%) after four (4) full years, sixty percent (60%) after five (5) full years of employment, and so forth. For purposes of vesting, all past service with the Employer as of January 1, 1985, shall be counted. All forfeitures due to non-vesting shall accrue to the Employer. Employer contributions shall be made semi-annually.

Section 2. The parties agree that bargaining unit employees shall be eligible to participate in a Section 457 Deferred Income Plan. Costs of establishing and administering the Plan shall be paid entirely by bargaining unit employees and/or their union. The Employer's sole obligation shall be to act as the sponsor of the Plan and to make payments to the Plan in accordance with employee elections. For employees with at least five (5) years seniority as of January 1 of each contract year, the Employer will contribute Two Percent (2%) of the employee's straight time pay for the year to the employee's account under the Plan. Payment of the contribution shall be made following the end of the year during which the contribution is earned.

## ARTICLE 20

### MISCELLANEOUS

Section 1. Records. Sick leave, vacation leave, holiday time and compensatory time off are computed and credited on the basis of official County records on file in the Calhoun County Person-

nel Office. These records are those furnished to the Personnel Office on a monthly basis by the Sheriff's Department.

Section 2. Payment at Death of Employee. Wages, vacation time, sick leave credit, compensatory time, overtime and holiday pay, 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 Office. 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 effected 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. Remuneration for wages earned, overtime, and any vacation, paid personal time, holidays or other paid leave time taken shall be paid on a biweekly basis in a common check. Longevity and unused holiday pay 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. This shall only apply to employees assigned to jail security, transportation of inmates, communications section of the Sheriff's Department, clerks and bookkeepers, and other employees specifically designated by the Sheriff.

Section 6. Humanitarian Clause. Should a non-probationary employee covered by this Agreement become physically or mentally handicapped to the extent that the employee is unable to fully perform the duties of the employee's regular job, the County will make an effort to place the employee in a position which the employee is physically and mentally able to perform. The County's obligations hereunder shall be limited to offering available,

open positions and the County shall be afforded reasonable time to place the affected employee. An affected employee shall have no right to bump an employee in another bargaining unit and, once assigned hereunder, shall be entitled only to the wages, hours and other terms and conditions applicable to the new position.

Section 7. 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.

The Employer will make available to employees, at its expense, hepatitis B immunization through a medical provider designated by the Employer. Participation in the immunization program is mandatory absent medical justification.

Section 8. Safety. The Board and the Sheriff shall have the sole responsibility to maintain all equipment in a safe, operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties. The Union and the employee(s) agree not to misuse equipment issued and will maintain the equipment in a safe condition.

In the event an employee shall claim the equipment furnished by the Employer as unsafe for use in the performance of his assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his commanding officer or division supervisor in writing.

If the reported complaint is not satisfactorily resolved by the commanding officer, the employee may exercise his right to direct recourse to the Sheriff for final and binding resolution.

A safety committee comprised of three (3) employees of the bargaining unit and three (3) members representing the Sheriff shall be established for the purpose of conducting regular meetings in order to discuss and recommend safety procedures, at no

cost to the Employer, if the meeting is on the employee's off-duty hours.

Section 9. All members of the bargaining unit using their own vehicle for departmental business shall be reimbursed in accordance with County policies as established by the Board.

Section 10. Extraditions. Where members of this bargaining unit are to be utilized, selections for extradition shall be made on a rotating basis from among qualified employees who have volunteered for such duty.

Section 11. Maintenance of Standards. The Employer and the Union agree that all conditions of employment, not otherwise provided for herein, relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained in the standards in effect at the time of the signing of this Agreement. Further, the Union agrees that in the event of extenuating change of circumstances, the Special Conference Section of this Agreement shall be invoked by either party.

Section 12. Qualifications. Part-time employees shall be hired into bargaining unit positions only if they satisfy the minimum qualifications required of full-time bargaining unit employees.

Section 13. Gender. The use of the male gender herein shall include the female and vice versa.

## ARTICLE 21

### DURATION

Section 1. Duration. This Agreement shall become effective as of January 1, 1993, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 1994, 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 or any subsequent 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:

FOR THE UNION:

[Signature] 11/10/93  
Date

Larry Organ 11/10/93  
Date

[Signature] 11/24/93  
Date

Geoff LaMare 11/17/93  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<u>COMMISSIONERS</u>			
	Y	N	A
Austin	x		
Bartelson	x		
Bobrofsky	x		
Gunning			x
Nofs	x		
Robison	x		
Warsop	x		

ROLL CALL VOTE: TOTALS    Yes - 6  
     Excused - 1

Clerks Certificate

STATE OF MICHIGAN    )  
                                      )    ss.  
 COUNTY OF CALHOUN    )

I, ANNE B. NORLANDER, Clerk of the Calhoun County Board of Commissioners do hereby certify that the annexed is a true and compared copy of a resolution adopted by the Calhoun County Board of Commissioners at its meeting held on the 18th day of November 1993.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court at Marshall, Michigan in said County this 2nd day of December.

*Anne B. Norlander*  
 ANNE B. NORLANDER, CLERK-REGISTER  
 COUNTY OF CALHOUN

APPENDIX A

PAY SCHEDULE EFFECTIVE THE FIRST FULL PAYROLL PERIOD BEGINNING ON OR AFTER JANUARY 1, 1993:

Position	Start	After 1 Year	After 2 Year	After 3 Year	After 4 Year	After 5 Year	After 6 Year
Clerk	\$ 7.66	\$ 8.62	\$ 9.78	\$ 9.98			
Cook	\$ 7.66	\$ 8.62	\$ 9.78	\$ 9.98			
Bookkeeper	\$ 8.64	\$ 9.74	\$10.92	\$11.22			
Dispatcher	\$ 7.66	\$ 9.03	\$10.75	\$10.99			
Dog Control	\$ 8.51	\$ 9.71	\$11.16	\$11.50			
Deputy	\$ 9.78	\$11.01	\$12.27	\$12.65	\$12.91	\$13.44	\$14.32
Detective	\$10.48	\$11.80	\$13.12	\$13.55	\$13.97	\$14.40	\$15.34
Correctional Officer II	\$ 7.66	\$ 9.03	\$10.75	\$10.99			
Correctional Officer I	\$ 9.78	\$11.01	\$12.27	\$12.65	\$12.91	\$13.44	\$14.32

PAY SCHEDULE EFFECTIVE THE FIRST FULL PAYROLL PERIOD BEGINNING ON OR AFTER JANUARY 1, 1994:

Position	Start	After 1 Year	After 2 Year	After 3 Year	After 4 Year	After 5 Year	After 6 Year
Clerk	\$ 7.87	\$ 8.86	\$10.04	\$10.25			
Cook	\$ 7.87	\$ 8.86	\$10.04	\$10.25			
Bookkeeper	\$ 8.88	\$10.01	\$11.22	\$11.53			
Dispatcher	\$ 7.87	\$ 9.28	\$11.04	\$11.29			
Dog Control	\$ 8.74	\$ 9.98	\$11.46	\$11.82			
Deputy	\$10.04	\$11.32	\$12.61	\$13.00	\$13.27	\$13.81	\$14.71
Detective	\$10.77	\$12.12	\$13.48	\$13.92	\$14.35	\$14.79	\$15.76
Correctional Officer II	\$ 7.87	\$ 9.28	\$11.04	\$11.29			
Correctional Officer I	\$10.04	\$11.32	\$12.61	\$13.00	\$13.27	\$13.81	\$14.71

APPENDIX B

CLOTHING ISSUE

SERVICE DIVISION

3 Uniforms (style to be selected by the Sheriff)

MARINE DIVISION (full-time)

Uniform to meet Michigan Sheriff's Association

COOKS-FOOD SERVICE DIVISION

3 Sets of cooks white uniforms  
3 Aprons  
2 Pair white shoes  
2 Hair nets

JAIL DIVISION

1 Name plate  
2 Pairs of footwear  
4 Pairs of pants  
4 Short sleeve shirts

ROAD PATROL DIVISION

3 Pairs of pants  
3 Long sleeve shirts  
3 Short sleeve shirts  
2 Hats (1 summer; 1 winter)  
1 Shirt-badge metal  
1 Hat-badge metal  
3 Neckties (for winter use and special function only)  
1 Service jacket (heavy)  
1 Service jacket (lightweight)  
1 Pair rubber boots  
1 Revolver, Colt, Smith and Wesson or Dan Wesson, .357 caliber  
1 Pair handcuffs

ROAD PATROL DIVISION (cont'd)

- 1 Set of leather which will include a Garrison belt, handcuff case, holster, shell case (employees, at their own expense, may buy an acceptable set of leather gear)
- 1 Off-duty revolver
- 2 Pairs of footwear
- 1 Uniform tie fastener
- 1 Traffic whistle and chain
- 1 Uniform raincoat and hat cover
- 1 Nameplate
- 1 Flashlight
- 1 Winter parka with hood, below waist in length

COURT TRANSPORT

Court Transport employees shall receive the same as listed above for Road Patrol Division except no parkas, no fatigues, no helmets and no flashlight.

DOG CONTROL OFFICER

- 3 Pairs pants
- 3 Long sleeve shirts
- 3 Short sleeve shirts
- 2 Hats (1 summer, 1 winter)
- 2 Shirt-badge metal
- 1 Hat-badge metal
- 3 Neckties (for winter use and special function only)
- 1 Service jacket (heavy)
- 1 Service jacket (lightweight)
- 1 Revolver (the caliber and weight to be determined by the Sheriff)
- 1 Holster and Garrison belt
- 2 Pairs footwear (includes winter footwear)
- 1 Uniform tie fastener
- 1 Uniform raincoat and hat cover
- 1 Name plate

The style, color and design of the dog control officer's uniforms shall be within the sole discretion of the Sheriff.

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.

A. When: Coverage is effective September 1, 1991.

B. Who's eligible: 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. What's covered:

	<u>Copayment</u>	<u>Services</u>
Class I	100% of	Diagnosis (exams, consultations) Preventative (cleaning, fluoride treatment) Emergency Palliative Treatment Space Maintainers for children
	50% of	Radiographs (full mouth & 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 & Complete Bridges

Annual Maximum:

Delta will pay \$800 per contract  
year per member of the family

Deductible:

None

D. What's not covered: Orthodontics, Cosmetic dentistry,  
certain others, including workers' compensation claims, etc.

E. How is the plan used:

1. Make an appointment with the dentist of your choice. Inform him/her 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 office, 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/her 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 \$125.00, he/she proceeds without any prior approval from Delta. Prior to rendering any service where charges will exceed \$125.00, he/she routinely forwards your treatment plan to Delta for predetermination. This predetermination procedure informs both you and your dentist of covered benefits, Delta's financial obligation 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 fee will be paid by our Delta plan and what portion is your obligation.
5. Once treatment has been 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/her directly and send you a copy of the claim form showing the portion of the charges paid by Delta and the 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



## LETTER OF UNDERSTANDING

The parties have agreed and recognized that principles of safe, efficient and orderly operations of the jail facilities, as well as minimization of individual and Departmental exposure to liability for inmate claims of violations of civil or constitutional rights, require as a practical matter that at least one male and one female corrections officer be on duty in the jail facilities at all times.

Accordingly, the parties are in mutual agreement that gender may be considered for purposes of shift, pass day and overtime assignments to the extent necessary to assure the presence of at least one male and one female corrections officer on duty at all times; however, gender will not be considered for purposes of duty preference for area and floor assignments.

LETTER OF UNDERSTANDING

The parties agree that, as consideration for the 1993-1994 Agreement, Calhoun County Board of Commissioners Policy No. 361 on retiree health insurance (adopted April 7, 1992, and amended August 5, 1993), as it applies to "former employees" in the non-supervisory bargaining unit who are currently receiving Policy benefits or who receive same during the Agreement, will not be terminated during the term of the Agreement. The parties further understand and agree that the obligation to continue the Policy shall not survive the Agreement.