

12/31/87

AGREEMENT

BETWEEN

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

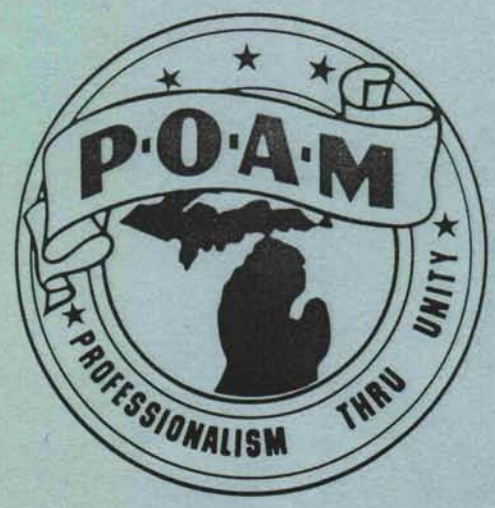
AND

SHERIFF OF LIVINGSTON COUNTY

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Livingston County



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

1-1-85 to 12-31-87

AGREEMENT

Between

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

and

SHERIFF OF LIVINGSTON COUNTY

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 1985 through December 31, 1987

ARTICLE I
AGREEMENT

1.1: This Agreement, made and entered into this ___ day of _____, 19___, effective January 1, 1985, by and between the LIVINGSTON COUNTY BOARD OF COMMISSIONERS and the LIVINGSTON COUNTY SHERIFF, hereinafter referred to as "Employer," and POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as "Union."

ARTICLE II
RECOGNITION

2.1: Collective Bargaining Unit. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for the bargaining unit described herein.

Regular, full-time employees classified as Detectives, Corrections Officers, Deputies, and Civilian Dispatchers.

Excluding: All other Sheriff Department Personnel, including Command Officers, Sergeants, all other Supervisors, Seasonal employees, Auxiliary employees, Marine Division employees, Switchboard Operators, Confidential Secretaries, Clerical Staff, Property Room Clerks, Booking Clerks, and all CETA employees, with the only exception to the CETA employees being the Civilian Dispatchers.

ARTICLE III
ASSOCIATION REPRESENTATION

3.1: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee whose sole functions shall be to meet with Employer representatives for the purpose of negotiating modifications to this Agreement. The committee shall be composed of four (4) stewards from the classification which comprises the bargaining unit together with the Union's business agent. The Employer agrees to pay committee members at their regular straight time rate for all time lost from their regular schedule of work while in collective bargaining meetings with Employer representatives.

3.2: Stewards. The Employer agrees to recognize a chief steward elected by the Union from the bargaining unit and one (1) steward for each regular shift who shall be elected by that shift, except that the chief steward shall also serve as the

steward for the shift on which he is working. All stewards shall function for the purpose of processing grievances in accordance with the grievance procedure established in this Agreement. Upon receiving permission from their immediate supervisor, they may investigate and/or present grievances in accordance with the grievance procedure during their regularly scheduled work hours without loss of pay provided that it is understood such time shall be devoted to the proper processing of grievances and will not be abused by unreasonably interfering with the operations of the department. A steward who abuses such time may be subject to disciplinary action. Alternates may be appointed to serve only in the absence of the duly elected or appointed steward. The Union shall advise the Employer in writing of the names of its stewards or alternates before they shall be recognized.

ARTICLE IV
AGENCY SHOP AND DUES CHECKOFF

4.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. The Union further agrees not to solicit union membership and not to conduct activities, except as otherwise provided for by the terms of this Agreement.

4.2: Membership in the Union or compliance with payment of representation fees shall be a condition of continued employment. The Employer agrees to deduct union dues or union service fees to become effective for present regular employees thirty-one (31) days following the effective date of this Agreement. For new employees, this payment shall commence thirty-one (31) days following the date of employment.

4.3: The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the union dues, subject to all of the following conditions:

- A. The Union shall obtain from each of its members a completed authorization form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All checkoff authorization forms shall be filed with the Employer, who may return any incomplete or incorrectly completed form to the Union's treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have

deducted from their wages a percentage of the membership dues, which sum shall be less than one hundred percent (100%) of said dues, upon receipt by the Employer of a signed, written card, and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other Union activities.

- D. The Employer shall only checkoff obligations which become due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of union dues and/or representation fees to be deducted from the wages of employees in accordance with this article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New checkoff authorization forms shall be submitted to the Employer in the event that an increase in the union dues or representation fee is made.
- G. The Union agrees to defend, indemnify and save the County and/or Sheriff harmless against any and all claims, lawsuits, or other forms of liability arising out of its deduction from an employee's pay of union dues, representation fees, or in reliance upon any list, notice, certification or authorization furnished under this article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- H. The Union shall exclusively use the checkoff authorization as herein provided for on page 37.

- I. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee.

ARTICLE V
RESIDUAL SUBCONTRACTING CLAUSE

5.1: It is not the Employer's intention to decrease the number of positions in the department. It is understood, however, notwithstanding the foregoing, the Employer may not have available or sufficient manpower, proper equipment, capacity and ability to perform work within required amounts of time during emergencies or when work of the department cannot be performed by bargaining unit employees on an efficient and economical basis. In the event that any of the foregoing necessitate subcontracting, the Employer shall have the right to subcontract work subject, however, to notification to the Union to insure that regular full-time employees are not laid off in the event of the need to subcontract.

ARTICLE VI
SPECIAL CONFERENCES

6.1: The parties agree to meet and confer upon any terms of this Agreement needing clarification upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of this Agreement, excepting the parties may enter into written letters of understanding. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than two (2) persons, and the Union representatives may be comprised of Union members or Union representatives or any combination thereof.

6.2: Employee representatives of the Union at special meetings will be paid by the County for time spent in special

meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE VII
MANAGEMENT RIGHTS

7.1: The Union acknowledges that the Employer hereby retains and reserves unto itself, except as specifically limited or abrogated by the express terms of this Agreement, all of the powers, rights and authority conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States of America including those inherent and traditional rights of the Employer to operate and manage the affairs of Livingston County. Among the rights reserved, included by way of illustration and not by way of limitation are:

- A. To determine all matters pertaining to the services to be furnished including the methods, procedures, equipment and machines to provide such service.
- B. To study and utilize new and improved methods and equipment within or without of the Employer's facilities.
- C. To determine the number and location of facilities, stations and departments including their functions and operation.
- D. To determine the number and qualifications of personnel including the establishment of and removal of classifications of work.
- E. To determine schedules of work and to alter those schedules.
- F. To hire, promote, demote, assign, transfer, layoff or recall personnel.
- G. To maintain order and efficiency; to establish reasonable rules and regulations and to enforce those rules and regulations; to discipline and discharge employees for just cause.

ARTICLE VIII
GRIEVANCE AND ARBITRATION PROCEDURES

8.1: A grievance is defined as a claim reasonably and sensibly founded of an alleged violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to

have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) days following the incident which caused the grievance. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

8.2: An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

STEP 1: The grievance shall be reduced to writing by the employee and/or Union representative and presented to his/her immediate supervisor within said ten (10) day period, requesting that the grievance be adjusted. The supervisor shall meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) days of said meeting, but in no event more than six (6) days after the grievance has been presented to the supervisor. He/she shall have his/her steward present. No settlement shall be final and binding until it has been approved by the Sheriff or his designated representative. The employee shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance. The answer of the immediate supervisor may be given verbally.

STEP 2: If the answer of the immediate supervisor received in Step 1 is not satisfactory to the employee, the grievance shall be appealed within three (3) days of receipt of the answer in Step 1 by submitting the grievance in writing, specifying the provisions of the contract allegedly violated and the facts thereof, and by signing his/her name to the grievance, to the Division Commander, or his/her designated representative. A copy of the grievance shall be sent to the Personnel Director of the County. Within five (5) days following receipt of the written grievance, the Division Commander, or his/her representative, shall schedule a meeting with the steward and the affected employee for the purpose of discussing the grievance. The Division Commander, or his/her representative, shall submit a written answer to the affected employee and the steward within ten (10) days following such meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, the decision rendered may be appealed to the Sheriff by giving the Sheriff written notice thereof within five (5) days following receipt of the Division Commander's written answer in Step 2. Upon appeal, the matter shall be reconsidered at a meeting scheduled

within ten (10) days. The Union shall be represented at this meeting by the steward and the business agent. The Employer shall be represented by the Sheriff and/or other Employer representatives. The Sheriff shall reply to the appeal in writing within ten (10) days following such meeting.

STEP 4: In the event that the grievance is not satisfactorily resolved in Step 3, the Union may appeal the matter to an arbitrator by giving the Sheriff written notice of intent to arbitrate within ten (10) working days following receipt of the Employer's answer in Step 3.

8.3: If a timely request for arbitration is filed by the Union on a grievance, the parties shall attempt to select within ten (10) days following the receipt by the Sheriff of the Union demand for arbitration as stated in Step 4, by mutual agreement, one (1) arbitrator from among the following listed five (5) arbitrators, who shall decide the grievance. If no agreement is reached, an arbitrator shall be selected from among the five (5) listed below by drawing their names "out of a hat," the first name drawn shall be the arbitrator for that grievance. The fees and services of the arbitrator shall be shared equally by the Union and the Employer, but each party shall bear the costs of its own expenses and witnesses.

Pat McDonald
David Grissom
George Bowles
Elliott Glicksman
Peter Jason

8.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all the times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

8.5: Time Computation. The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by an employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step, provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday, and holidays shall be excluded.

ARTICLE IX
STRIKES AND LOCKOUTS

9.1: The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, stay-a-way, strike, or other concerted activity which interferes with the operation of the Sheriff's Department. The Sheriff agrees that during the same period, there will be no lockouts. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, stay-away or strike may be disciplined or discharged in the sole discretion of the Sheriff.

ARTICLE X
DISCHARGE OR SUSPENSION

10.1: The parties agree that the employees covered hereby will not be subject to discharge solely because of political reasons. Further, the Union recognizes and respects the statutory rights of the County and Sheriff; and the Employer recognizes and respects the statutory rights of the employees.

10.2: The Sheriff and/or his designate shall not discharge or suspend any employee without just cause. Any violation(s) which warrants a suspension shall be in writing. One (1) copy will be given to the employee, one (1) copy will be forwarded to the Union, one (1) copy will be forwarded to the Personnel Director by the Sheriff, and the Sheriff will retain the original. An error in furnishing copies shall not affect the merits of the discipline. Suspension notices shall remain in effect for a period not to exceed fifteen (15) calendar months from the date of the suspension notice. Any employee receiving three (3) suspension notices within fifteen (15) calendar months may be discharged without recourse; however, this shall not be construed as requiring a specified number of suspension notices before discharge may be imposed. Effective August 22, 1986 suspension

notices shall remain in effect for a period not to exceed two (2) years from the date of the act resulting in the suspension.

10.3: All suspensions and/or discharges issued by designates of the Sheriff shall be reviewed by the Sheriff or his designee within twenty-four (24) hours following the suspension and/or discharge. If, in the opinion of the Sheriff, the suspension or discharge was unwarranted, the employee shall be reinstated in his position without loss of seniority or wages for the period of his discharge or suspension.

10.4: In the event an employee is accused and/or charged with an offense or with acts of misconduct that involve possible criminal action, the employee shall not be required to make any statements concerning the alleged offense without:

- A. Having a Union representative present, or,
- B. Without being presented with a written charge. Such written charges shall be provided as soon as possible but not more than seventy-two (72) hours subsequent thereto. The meeting with the Sheriff or his designated representative shall then be held as soon as possible but not more than forty-eight (48) hours after receiving the written charges. The employee against whom charges have been made may be represented at such meeting by a steward or any Union member of his own choosing.

10.5: The Employer shall provide to an employee civil legal counsel, selected by the Employer, necessary to cover any civil litigation arising out of the good faith performance of the officer's duties by any law enforcement officers covered by this Agreement. The Employer will not provide legal assistance in defense of violations to the statutes or any ordinances, state, federal or local, allegedly committed by any law enforcement officers covered by this Agreement. The Employer shall not provide legal assistance for any alleged criminal misconduct of an officer at any time.

ARTICLE XI SENIORITY

11.1: Upon completion of an employee's probationary period, he/she shall be granted seniority, and his/her name shall be added to the department seniority list. The seniority list shall contain the names of all seniority employees, their job title and their length of service with the department. The Employer shall provide its most current seniority list to the Union President upon his/her request.

11.2: Loss of Seniority. An employee shall lose his seniority for the following reasons:

- A. By voluntary termination. Note: Voluntary terminations are accepted by written or verbal notice or are assumed if any employee misses three (3) consecutive work days without notifying the Employer or by failure to return to work at the designated time upon the conclusion of a leave of absence, or by failure to reply to a layoff rehire notice within three (3) working days following receipt of a certified rehire notice. Exceptions may be made to "assumed" terminations provided the employee can prove his inability to call in or return as required.
- B. By retirement.
- C. By layoff which exceeds one (1) year.
- D. He/she is discharged and not reinstated.

ARTICLE XII
PROBATIONARY PERIOD

12.1: New employees hired in the bargaining unit shall be considered probationary employees for the first six (6) months of their employment. An employee may have his probationary period extended for no more than two (2) consecutive three (3) month periods when, in the sole discretion of the Sheriff, the employee's performance is not satisfactory. If an employee's probationary period is extended, the Sheriff shall advise the Union, in writing, as to the reasons for the extensions. If more than fourteen (14) consecutive days are lost from work, including certification school, an employee's probationary period shall be extended by the number of days that an employee is absent from work during the probationary period. During the probationary period, an employee may be terminated by the Sheriff within his sole discretion without regard and without recourse to the provisions of this Agreement, including the grievance procedure.

ARTICLE XIII
PROMOTIONS

13.1: The Employer agrees that all promotions to higher paid ranks within the bargaining unit shall be accomplished according to the following procedure:

13.2: Promotion shall be on a competitive basis.

- 13.3: Eligible employees must have five (5) years of continuous service as a road patrol deputy in the Sheriff's Department.
- 13.4: Employees must have the ability to perform the work in question.
- 13.5: Promotional vacancies which are to be filled will be posted for a period of ten (10) calendar days in a conspicuous place in the department.
- 13.6: Eligible employees who have signed the posting shall be scheduled to take the written examination.
- 13.7: The written test given employees trying for promotion shall be uniform, and applicants writing such examination shall be given the results thereof.
- 13.8: All employees who score seventy percent (70%) or higher on the written examination shall be eligible to participate in the oral examination.
- 13.9: The oral examination shall be given by a tri-party panel consisting of the Sheriff or his designee and one (1) other command officer, to be designated by the Sheriff. The Union shall appoint one (1) member of the board having rank equivalent to or superior to that rank being filled.
- 13.10: Employees who completed the written and oral examinations shall be ranked in ascending order with the highest score listed at the top of the list. Scores shall be weighed using the following criteria:
- | <u>Written Exam</u> | <u>Oral Exam</u> |
|---------------------|------------------|
| 55% | 45% |
- 13.11: The Sheriff shall award the promotion to the applicant with the highest total score. In the event of "tie" score, the most senior employee will be awarded the position.
- 13.12: The promoted employee shall be paid the rate for the new rank on the appropriate step level in that rank which will result in an increase in pay.
- 13.13: If no applicant has received a seventy percent (70%) or higher score on the written examination or if there are no eligible applicants within the department, the Employer may exercise his sole discretion in filling the vacancy.
- 13.14: The promoted employee shall serve a six (6) month probationary period in the new position during which time he may

be reverted back to his former position without loss of seniority if he is unable to perform satisfactorily the duties required of the new position. During this period, the promoted employee may also revert back to his former position at his request.

13.15: Exams taken shall not be considered for any promotions/vacancy other than the specific promotion/vacancy applied for. Applicants who apply for subsequent promotions must take the written and oral exams for each such promotion applied for.

13.16: Non-certified personnel are not eligible to test for the positions of sergeant or detective under this promotional procedure.

13.17: Oral Board Procedure. Members of the oral board shall meet prior to administering the oral examination for the purpose of establishing a list of questions to be asked each candidate and the value to be assigned each question.

13.18: All candidates will be asked the same questions and scored individually by each member of the oral board.

13.19: At the conclusion of the oral examination, each board member shall total their scores. The average score of the three (3) board members shall be the candidate's oral examination score.

ARTICLE XIV
LAYOFF AND REHIRE

14.1: Layoff. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off provided employees with more seniority in the affected classification are qualified to perform the work available. The last employee laid off shall be the first employee re-hired, provided the employee is qualified to fill the open position. The steward-elect shall have top seniority and shall continue to work as long as a job prevails which he/she is qualified to perform. However, should the steward elect to be laid off, he/she shall be re-hired in accordance with his/her position on the seniority lists.

14.2: Bumping. Upon being laid off from his/her classification, an employee may replace another employee in another classification (excluding secretary/matron) that he/she has the skill and experience to perform if he/she has the greater seniority. The employee shall receive the rate of the classification into which he/she bumped.

14.3: Notification. Employees affected by a permanent reduction in force shall be notified of their pending layoff two

(2) calendar weeks in advance. The notice for informational purposes shall state the reasons for such action. A copy of the notice will be simultaneously forwarded to the Union.

14.4: Recall. Notice of re-hire may be made by telephone and shall be confirmed by certified mail to the employee's last address of record. An employee shall reply to the certified re-hire notice within three (3) working days following receipt of such notice or the Sheriff may assume that the employee has voluntarily resigned and the Sheriff shall re-hire the next eligible employee from the seniority list qualified to perform the work available. An employee, upon request, may be granted up to ten (10) working days to return to work at the discretion of the Sheriff only.

ARTICLE XV
VACATIONS

15.1: On or before the first of April for the duration of this Agreement, the Sheriff shall post a seniority list on which vacation times shall be scheduled by all employees covered by this Agreement.

15.2: This seniority list shall be posted on the Union activities bulletin board for the entire month of April. Employees failing to request a vacation time thereon during the month of April shall forfeit all seniority rights to choice of vacation time.

15.3: Employees shall accumulate vacation days as provided herein.

1 year's service but less than 6 year's service	= 10 days
6 years' service	= 11 days
7 years' service	= 12 days
8 years' service	= 13 days
9 years' service	= 14 days
10 years' service	= 15 days
11 years' service	= 16 days
12 years' service	= 17 days
13 years' service	= 18 days
14 years' service	= 19 days
15 years' service	= 20 days

Effective January 1, 1986, employees shall accumulate vacation days as provided herein.

1 year's service but less than 5 years' service	= 10 days
5 years' service but less than 10 years' service	= 15 days
10 years' service and thereafter	= 20 days

15.4: Employees may accumulate one and one-half (1½) times their annual vacation accumulation to which they are eligible. Time earned in excess of one and one-half (1½) times the annual accumulation not taken by December 31 shall be paid to the employee at his/her rate of pay.

15.5: A newly hired employee is not eligible for vacation leave during his/her first six (6) months of probation; however, once an employee has completed the first six (6) months of probation, he/she shall be credited with six (6) vacation days.

15.6: If an employee falls ill during his vacation period and is cared for by a duly licensed physician, he/she shall be allowed to convert the number of vacation days ill to paid sick leave providing the employee has accumulated an equal number of sick leave days and physician verifying the illness and the employee's physical fitness to return to work. The employee's unused vacation for the number of sick days shall be rescheduled by the Sheriff.

15.7: When a holiday declared by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave shall be rescheduled.

15.8: The Sheriff shall retain the right to limit the number of employees on vacation at any one time and to reschedule vacation periods when vacation periods requested by personnel would interfere with the operation of the Sheriff's Department.

ARTICLE XVI
HOLIDAYS

16.1: Employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	January 1
Washington's Birthday	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Federal and State Election Days	

***Primary Election Days are NOT considered holidays.

Effective January 1, 1987, employees covered by this Agreement shall receive the following paid holidays:

New Year's Day	January 1
Washington's Birthday	3rd Monday in February
Good Friday	Friday before Easter
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Federal and State Election Days	

***Primary Election Days are NOT considered holidays.

16.2: Employees scheduled to work on a holiday, the day preceding a holiday and/or the day following a holiday must report for work according to their schedule or be on an authorized leave of absence with pay in order to be paid for the holiday. Failure to report for work as scheduled or to make known the reason for the absence as required under Sections 17.5, 17.6, 17.7 and 17.8 may result in loss of pay for the holiday and/or be cause for disciplinary action.

16.3: Holiday Pay. Employees who do not work on a holiday shall receive eight (8) hours pay for that holiday. Officers who work a holiday (8 hours) shall receive twenty (20) hours pay for that holiday.

16.4: Employees who have a schedule other than Monday through Friday and who work forty (40) hours, but do not work a holiday, shall receive pay for forty-eight (48) straight time hours.

Examples:

- A. Employee does not work a holiday - received forty (40) hours pay.
- B. Employee who works the entire holiday - receives fifty-two (52) hours pay.
- C. Employee who is scheduled other than Monday through Friday and does not work the holiday, but does work forty (40) hours - receives forty-eight (48) hours pay.

16.5: The Sheriff or his designee reserves the right to schedule personnel on holidays. Employees assigned to functions deemed non-essential services may, at the discretion of the

Sheriff, be scheduled off on the holidays. In such case, those employees will be compensated as outlined in Example A.

ARTICLE XVII
LEAVES OF ABSENCE

17.1: Personal Leave. An employee may request a personal leave of absence for a period not to exceed six (6) calendar months in any one (1) calendar year. All requests must be made in writing and approved by the Sheriff. A personal leave of absence may be granted in cases of illness in the immediate family, to attend an educational institute, or for other reasons deemed justifiable by the Sheriff. All personal leaves of absence shall be without pay, and the employee will not accumulate sick leave or vacation time, nor will the employee be paid for holidays which may fall during his/her leave. When a leave of absence is granted for more than thirty (30) calendar days for whatever reason (other than a medical leave), the Sheriff does not guarantee that the employee will be reinstated in his former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

17.2: During the period of absence, the employee shall not engage in gainful employment and must pay Blue Cross/Blue Shield and any other insurances provided for hereunder, including, but not limited to, life insurance premiums, to the County Clerk's office to keep the policies in force.

17.3: Sick Leave. All employees covered by this Agreement shall accumulate sick leave days at the rate of one (1) working day for each full calendar month of service. Sick leave days may be used upon completion of the first six (6) months of the probationary period, at which time an employee shall be credited with six (6) sick leave days. No sick leave payment for any reason shall be made to newly hired employees during the first six (6) months of their employment probationary period.

17.4: Sick leave days may be used for:

- A. Doctor and/or Dentist appointments.
- B. Funeral attendance (see Article XIX).
- C. Short term illness.
- D. Care for a sick member of the family defined as a "legal dependent".

- E. Medical leaves of absence (see Section 17.12).
- F. Exposure to a contagious disease (a physician's statement shall be required recommending absences).
- G. Lost time not covered by Worker's Compensation but not to exceed regular straight time salary.

17.5: The term "legal dependent" used herein means employee's spouse, children and other persons solely dependent upon the employee for their entire support.

17.6: Sick leave days may accumulate to a maximum of one hundred (100) days.

17.7: Return to Work. An employee, upon returning to work from an illness of three (3) working days, or more, may be required to submit a statement, if requested by the Sheriff, from his physician qualifying his ability to return to work.

17.8: Notification. When an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his supervisor prior to the date of absence when possible and, in any event, such report must be made at least one (1) hour before the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and shall subject the employee to disciplinary action.

17.9: Use of sick leave for personal business is not allowed, and its use as such may also be cause for disciplinary action, except as provided in Article LIII.

17.10: Employees who abuse the sick day privilege policy by using most of their accumulated sick leave as they become eligible for sick day pay shall be issued a written reprimand for excessive absenteeism. An employee receiving two (2) written reprimands within a twelve (12) month period shall be subject to disciplinary action up to and including discharge at the sole discretion of the Sheriff. Employees calling in sick either the day before or the day after a holiday may be required to obtain proof of illness from a doctor. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

17.11: Sick Leave Payoff Upon Retirement. After an employee retires, the Employer will pay to the employee or the employee's estate in the event of death after retirement, seventy-five (75%) percent of unused accumulated sick leave up to a maximum accumulation of one hundred (100) days over a seven (7) year period after the date the employee retires. Accumulated sick leave shall be converted to a monetary amount, based on the

employee's regular straight time hourly rate of pay in effect at the time of retirement, and paid to the employee or the employee's estate in equal monthly installments for a period of eighty-four (84) months.

Example:

Maximum Accumulation: 100 days
Rate of Pay: \$21,000 annually - \$10.10 per hour
Duration of Payments: 84 months (7 years)
Rate of Payoff: 75% (75% of 100 days, which would be 75 days)

75 days x 8 hours per day = 600 total hours
600 hours x \$10.10 per hour = \$6,060.00 total dollars
\$6,060.00 ÷ 84 months = \$72.14 per month

17.12: Medical Leaves of Absence. When recommended by an employee's personal physician in writing, a medical leave of absence for a three (3) month period will be granted by the Sheriff. Such leave may be extended for a like three (3) month period or shorter period, within the sole discretion of the Sheriff, up to a maximum of one (1) year. Such extension, if granted, shall be based upon the written certification by the employee's physician that the continued illness or disability precludes the employee from working and the continuation of the leave of absence is necessary. Such leave, up to a maximum of three (3) months, if granted, will be allowed and credited as continuous county service, i.e. seniority continues for the three (3) months only. The employee shall be entitled to his former position or a position for which he is able and capable of performing upon return to work. A medical leave of absence shall be without pay and other fringe benefits, except an employee may use his accumulated sick leave time and accumulated vacation time to avoid loss of wages during such leave.

17.13: The Employer shall continue to pay the employee's Blue Cross/Blue Shield premiums and any other insurances provided for hereunder, including but not limited to, life insurance premiums for ninety (90) calendar days during the time of such medical leave of absence. After the ninety (90) day period, the employee must make arrangements to pay his premiums to the County Clerk. No employee shall become gainfully employed while on a leave of absence without written permission of the Sheriff.

17.14: Leaves of absence shall be granted only to employees whose names appear on the department seniority list.

17.15: Payment of Insurance. An employee who is laid off or is on a non-paid leave of absence, must assume the required

premiums for all insurance commencing the first month immediately following such layoff or leave of absence.

17.16: In the event of any unpaid leave of absence which exceeds ninety (90) days in any one (1) anniversary year, the normal step increase of the employee shall be deferred until the completion of the actual, continuous work time required for advancement to the next step increase.

ARTICLE XVIII
MEDICAL EXAMS

18.1: Each officer shall be required to take a blood pressure and pulse rate exam at least once per year. Failure to pass either of these exams may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) are corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. Under such circumstances, the provisions of Sections 17.12, 17.13, 17.14, 17.15 and 17.16 shall be applicable. The employee may use accumulated sick leave, vacation and comp time, however, if an employee is required to take a medical leave of absence.
- C. The Sheriff may terminate the employment of the employee if the problem is not corrected within one (1) year.

18.2: The Employer shall pay for the initial blood pressure and pulse rate exams. Any treatment costs shall be the responsibility of the employee.

18.3: Each officer may be required to take a psychological evaluation exam once per year, or more if deemed necessary. Failure to pass this exam may result, as determined by the Sheriff, in any or all of the following:

- A. Reassignment until the problem(s) are corrected.
- B. The Sheriff may require a medical leave of absence immediately if medical conditions warrant the same. Under such circumstances, the provisions of Sections 17.12, 17.13, 17.14, 17.15 and 17.16 shall be applicable. The employee may use accumulated sick leave, vacation and comp time, however, if an

employee is required to take a medical leave of absence.

- C. The Sheriff may terminate the employment of the employee if the problem is not corrected within one (1) year.

18.4: The Employer shall pay for the initial psychological evaluation exam. Any treatment costs shall be the responsibility of the employee.

18.5: Effective August 22, 1986, the Sheriff's Department may require a physical and/or psychological exam by a doctor, at the Employer's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

ARTICLE XIX
BEREAVEMENT LEAVE

19.1: In the event that a death occurs in an employee's immediate family, i.e., spouse, parent, child, brother or sister, mother-in-law and father-in-law, the employee, on request, will be entitled to three (3) days off with pay for the purpose of attending the funeral and/or making funeral arrangements. If any additional funeral leave is requested, it shall be deducted from the employee's sick leave up to a maximum of two (2) additional days.

19.2: Pallbearers service (maximum of one (1) day).

19.3: An employee excused from work under this provision shall, after completing required forms, receive the amount of wages, exclusive of any and all premiums that he would have earned by working straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

19.4: In addition to bereavement leave, as set forth above, in the event the employee seeks to extend the bereavement leave for the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law, or in the event of a death of a grandparent, brother-in-law, sister-in-law, grandchild or other dependent living directly with the employee (i.e., foster child),

the employee shall be permitted to use two (2) days from his sick leave days to attend the funeral. When a death occurs to a member of the employee's immediate family who resides in another state, additional sick leave time may be granted by the Sheriff for travel time. However, the maximum leave (sick and bereavement) shall not exceed five (5) working days.

ARTICLE XX
MILITARY LEAVE

20.1: Any employee who is called to or volunteers for active duty in the Armed Forces of the United States shall be, upon completion of his tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statute. A military leave of absence shall be granted for a minimum of four (4) years unless extended by law. Military leaves of absence shall be without pay except as otherwise noted herein.

20.2: Any employee in the active reserves of any branch of the service of the United States may be granted a military leave of absence to engage in a temporary tour of duty not to exceed two (2) consecutive calendar weeks in any one (1) calendar year. The employee shall receive his regular county salary less any military pay earned during the duration of the leave. Such leave shall be credited as continuous county service.

ARTICLE XXI
MATERNITY LEAVE

21.1: When an employee's physician states, in writing, that she cannot work due to pregnancy, such employee shall be allowed to use her accumulated sick leave days for said leave of absence. In addition, Sections 17.12, 17.13 and 17.14 of this Agreement shall be applicable to maternity leave.

ARTICLE XXII
MEDICAL AND HOSPITALIZATION INSURANCE

22.1: The Employer shall provide full family, except dependents nineteen (19) years of age or older, Blue Cross/Blue Shield MVF-1 and Rider ML and Master Medical - option II (100/200 deductible), and a \$2.00 co-pay on prescription drugs, to all employees covered by this Agreement when they become eligible in accordance with the waiting period requirement.

ARTICLE XXIII
LIFE INSURANCE

23.1: The Employer shall provide, to permanent full-time employees only, a \$15,000 term life insurance policy. The entire premium shall be paid for by the Employer.

ARTICLE XXIV
WORKER'S COMPENSATION

24.1: The Employer agrees to provide Worker's Compensation insurance in accordance with the Worker's Compensation laws of Michigan. Any employee sustaining an occupational injury, for which compensation is paid by the Worker's Compensation insurance carrier, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular bi-weekly straight time salary for a period not to exceed twelve (12) calendar months. Such employee shall receive a salary payment equal to the difference between the compensation benefits and their regular bi-weekly straight time salary, by crediting accumulated sick leave days and vacation time accumulated and earned by the employee. The Employer further agrees to provide, if possible, a position that the employee is able and capable of performing upon termination of his Worker's Compensation injury if a position is available. Fringe benefits shall terminate after an employee has been on Worker's Compensation for ninety (90) days.

ARTICLE XXV
BOND AND LIABILITY INSURANCE

25.1: Bonds. All employees hired must be bondable as a condition of employment or continued employment. The cost of the bond shall be borne by the Employer.

25.2: Liability Insurance. The Employer shall provide false arrest insurance for all employees covered under this Agreement in the following minimum amounts:

\$15,000 in respect of any one person.

\$25,000 in respect of any one incident.

\$200,000 maximum in respect of all claims during the one (1) year certificate period.

ARTICLE XXVI
DENTAL AND OPTICAL INSURANCE

26.1: The Employer shall provide the same dental insurance for all employees covered under this Agreement as is provided to non-union county employees. This provision for dental insurance coverage shall become effective upon the date of acceptance by the insurance carrier, but, in no event, earlier than December 1, 1983.

ARTICLE XXVII
WORK SCHEDULE

27.1: Employees covered by this Agreement are scheduled for work on the basis of eighty (80) hours bi-weekly. No employee shall be scheduled to work more than seven (7) consecutive eight (8) hour days except when a state of emergency exists and is declared as such by the Sheriff or the Board of Commissioners. The basic work day schedule shall consist of three (3) shifts per day, each equal to eight (8) hours per day, inclusive of paid lunch periods. The Sheriff shall have the authority to make all personnel shift assignments and/or changes he deems necessary to maintain and/or improve the operation of the department, providing such shift assignments and/or changes are not made arbitrarily or capriciously.

ARTICLE XXVIII
SHIFT PREFERENCE

28.1: On December 1 of each year during the term of this Agreement, the Sheriff shall post a seniority list for the purpose of allowing officers to indicate their shift preferences for each of the four (4) quarters of the ensuing calendar year. The seniority list shall remain posted for the first fifteen (15) days of December. Police officers shall be entitled to shift assignments by seniority.

28.2: Officers failing to register a shift preference during the first fifteen (15) days in December forfeit all seniority rights regarding shift assignments.

28.3: Officers may trade shifts with prior written approval of the Sheriff.

28.4: The Sheriff retains the right, solely and exclusively, to determine, within his discretion, how many officers shall be on each shift.

28.5: The Sheriff shall inform the officers of their shift on or before December 25.

ARTICLE XXIX
OVERTIME

29.1: Overtime shall be paid for all authorized hours worked in excess of eight (8) hours in any scheduled shift or in excess of eighty (80) hours worked in any bi-weekly pay period at the rate of time and one-half (1½) the employee's regular straight hourly rate of pay. Overtime shall be paid on the payday for the pay period in which overtime was worked when possible, but no later than on the next scheduled payday following the pay period in which it was worked. If an employee is required to work back-to-back shifts, then they shall be paid overtime. If an employee trades shifts or if any employee changes shifts via shift preference, then no overtime shall be paid.

29.2: Notwithstanding any other provisions contained in this contract to the contrary, employees covered by this Agreement have the option to exchange any overtime hours earned for comp time under the following conditions:

- A. A maximum accrual of comp time of forty (40) hours for each calendar year.
- B. Any usage or partial usage of comp time will be subtracted from the maximum of forty (40) hours so that the employee can accumulate, once again, to forty (40) hours.
- C. Accumulated comp time will be paid off at the end of each calendar year at the same rate it was earned if not taken. Payment shall be made within sixty (60) days after the end of the calendar year.
- D. The comp time option will be made by the employee at the pay period that it is earned per the employee's turning in of his/her time report.
- E. An employee may use earned comp time only with the prior approval of the Sheriff or his designee, which shall be within his sole discretion.

ARTICLE XXX
CALL-IN

30.1: Call-in overtime shall be rotated in accordance with prior practices. Call-in overtime is defined as when an officer

is not on duty and is required to return to work. If an employee is missed on the call-in list, the employee shall be allowed by the end of the next pay period to work eight (8) additional hours at his/her shift choice at the overtime rate for the overtime opportunity missed.

30.2: An officer on duty can be required to work four (4) hours overtime, or more, in emergency or manpower shortage situations.

30.3: In the event of manpower shortages, the Sheriff or his designee shall abide by the prior practice of calling in another officer from the overtime list.

30.4: On-Call Compensation for Detectives. Detectives shall receive eight (8) hours straight-time pay in addition to their normal forty (40) hours pay for the week in which they are assigned to be on-call. It is understood and agreed that this is because detectives will not work on holidays and will not be paid holiday pay as has been the past practice for being on-call.

ARTICLE XXXI
CALL BACK AND/OR COURT TIME

31.1: Employees who are called back to work after leaving the Employer's premises shall receive a minimum of two (2) hours call back, inclusive of court appearances. An officer may stay for four (4) hours, and make himself/herself available for duty or the officer may leave and receive the two (2) hours minimum pay.

31.2: Notwithstanding the provisions of paragraph 31.1 above, the four (4) hour call back provision shall not be applicable to any officer who has been suspended from duty and is subsequently subpoenaed to court, and who is not needed for the entire four (4) hour period.

ARTICLE XXXII
PAYMENT FOR AND WORK IN A HIGHER CLASSIFICATION

32.1: With the exception of those employees assigned to the detective of the month program, an employee assigned to work in a higher classification for a period of five (5) consecutive days shall receive the higher rate for those days.

ARTICLE XXXIII
SHIFT PREMIUM

33.1: Employees regularly assigned the afternoon or evening shifts shall receive an additional five (\$.05) cents per hour for hours actually worked on either of those shifts.

ARTICLE XXXIV
NEW STATIONS

34.1: In the event new facilities, stations or departments are created, prior to implementation, a special conference shall be held between the Sheriff and/or his representatives and Union representatives to discuss assignments or other impact on the bargaining unit. The Sheriff reserves the right, after said discussion, to implement any such changes.

ARTICLE XXXV
RETIREMENT PLAN

35.1: Employees covered by this Agreement shall continue to participate in the county-adopted retirement program administered by the Michigan Municipal Employees' Retirement System as provided by Act 135, the Public Acts of 1945, as amended.

35.2: The Employer shall contribute 100% of the cost of the MERS Retirement Program as provided herein.

35.3: For all eligible employees, effective January 1, 1986, contingent upon acceptance of same by the Michigan Municipal Employees' Retirement System, the Employer shall pay up to 2.5% for C-2 and E-2. Any cost exceeding 2.5% shall be paid by the employee through payroll deduction.

35.4: For all eligible employees effective December 31, 1987, the Employer shall contribute 100% of the cost of the F-55 waiver with a required period of service of 15 years which shall permit normal, unreduced retirement at age 55 with 15 years of service.

ARTICLE XXXVI
CREDIT UNION

36.1: The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to remit this sum to the employees' credit union.

ARTICLE XXXVII
UNIFORMS AND CLEANING

37.1: The Employer shall continue furnishing uniforms, shoes and other wearing apparel as it has in the past.

37.2: Cleaning. The Employer will provide cleaning for all uniformed and plainclothes (detectives) employees as it has in the past provided, however, employees will be responsible for picking up and dropping off their own clothing at a cleaners designated by the Employer.

37.3: While the Employer recognizes that for professional as well as hygienic reasons, it is a prudent endeavor to keep uniforms and/or clothing (plainclothes employees) clean, the Union recognizes that undue usage of the cleaning policy cannot be tolerated. As such, any employee found to be abusing the cleaning privilege may be subject to disciplinary action.

ARTICLE XXXVIII
SUCCESSOR CLAUSE

38.1: The parties agree that the employees covered hereby will not be subject to discharge solely because of political reasons. Therefore, to the extent that it is not contrary to, or does not infringe upon, the statutory rights of the Sheriff, the parties agree that political considerations shall not be a factor in the termination of employment of any employee covered hereby.

ARTICLE XXXIX
EXTRA CONTRACT AGREEMENT

39.1: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, excepting, however, the Employer may enter into signed letters of understanding with the Union business agent.

ARTICLE XL
UNION ACCESS

40.1: The Employer and the Sheriff agree that they will allow the proper accredited representative of the local union access to the Sheriff's Department at any reasonable time for the purpose of policing the terms and conditions of this Agreement, provided

however, that such representative shall not interfere with the normal operations of the Sheriff's Department.

40.2: The Union shall have the right, upon reasonable notice, to examine time sheets at the Sheriff's office and pay records pertaining to the computation of compensation of any employee whose pay is in dispute.

ARTICLE XLI
SAFETY PROCEDURES

41.1: The Employer shall not require any employee to operate any equipment or vehicle which is not in safe operating condition or is not equipped with the safety appliances as required by law. The Employer shall furnish a suitable form on which an employee shall document all equipment defects and/or appliance shortages, such reports shall be completed in multiple copies and turned in at the end of the employee's regular work shift. No employee shall be required to operate any vehicle declared unsafe by the Sheriff after inspection by a certified mechanic.

ARTICLE XLII
VEHICLE ACCIDENT REPORTS

42.1: Any employee involved in a vehicle accident shall promptly complete an accident report. Any minor damages to the vehicle which could render the vehicle as being unsafe shall be reported in accordance with Article XLI.

ARTICLE XLIII
MARINE DIVISION AND UNDERWATER RECOVERY UNIT

43.1: Marine Division. Full-time employees covered by this Agreement may volunteer for work in the Marine Division, with priority over temporary, part-time employees working in the Marine Division. Overtime pay provisions shall be applicable only to those officers assigned to work marine duty full-time. Employees volunteering to work marine duty part-time shall only be paid their regular hourly rate of pay, irrespective of any overtime which they may work as a result thereof.

43.2: Underwater Recovery Operations. Full-time employees covered by this Agreement who act as a dive master, rope handler, or participate in actual recovery operations shall be paid 2.5 times their regular hourly rate while participating in recovery operations. This rate of pay is limited to actual divers, dive masters and rope handlers. This section shall be applicable to

all underwater recovery operations, including practice and actual recovery operations.

ARTICLE XLIV
AMMUNITION

44.1: Fresh ammunition shall be furnished annually to all employees carrying side arms.

44.2: The Employer shall supply each officer required to carry a side arm with one hundred twenty-five (125) rounds of practice ammunition per month, not to accumulate if not used each month. Employees must return all brass or pay for it. Officers will practice on their own time, without pay.

ARTICLE XLV
WEAPON QUALIFICATION

45.1: All employees in the bargaining unit who are required to carry side arms shall qualify with their service revolver annually between the months of May and August. The Sheriff shall give thirty (30) days written notice to the aforesaid employees to enable said personnel to attend practice sessions prior to the test. If an officer fails to qualify, he will be provided with practice ammunition as is necessary in order to practice for qualification. Employees who fail to qualify will be allowed to practice on their own time, without pay, and be allowed to attempt to qualify three (3) times within one (1) month of failure on three (3) different days. If the employee still fails to qualify after three (3) attempts, the employee may be suspended without pay on a day-to-day basis until such time as qualification is achieved.

45.2: Firing Range. The Employer shall make available a firing range for weapons qualification. Employees shall be scheduled to qualify during their normal regular working hours when possible. For those employees who have to qualify at times other than their normal working hours, they shall receive their regular hourly rate of pay during the hours they are scheduled to qualify.

ARTICLE XLVI
LOCKERS

46.1: The County shall furnish to each employee in the bargaining unit a storage locker for their personal use. Lockers are subject to inspection at the discretion of the Sheriff;

however, no inspection shall be made without the employee or a Union representative, if necessary, present.

ARTICLE XLVII
USE OF CARS

47.1: Detective Cars. County owned vehicles may not be used for personal business, and only the detective to whom the car is assigned is authorized to operate the car. In the event a detective is on-call, he may use the car for personal reasons (family accompaniment) but only after receiving the express permission of the Sheriff.

47.2: Mileage. Should it be necessary for an employee of the bargaining unit to use his personal car in the performance of County business, that employee is to be reimbursed at the rate of fourteen (\$.14) cents per mile.

ARTICLE XLVIII
DETECTIVE CLOTHING ALLOWANCE

48.1: Each employee employed as full-time detective shall receive an annual clothing allowance of four hundred (\$400.00) dollars to be paid as follows: Two hundred (\$200.00) dollars on the first payday in January of each year, and two hundred (\$200.00) dollars on first payday in July of each year.

ARTICLE XLIX
ROAD PATROL

49.1: Employees of the bargaining unit assigned to the road patrol shall ride two (2) to a patrol car after the hours of darkness on the second and third shifts. However, the Sheriff reserves the right to alter this procedure if necessary provided that due consideration is given to the reasonable safety and security of the employee so assigned and further provided that the officer so assigned shall consent to said assignment. An officer may request and consent in writing to work a one-man patrol car provided the Sheriff shall approve of said request.

ARTICLE L
GENDER CLAUSE

50.1: The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

ARTICLE LI
PAYCHECKS

51.1: Paychecks shall be made available every other Thursday at 7:00 a.m.

ARTICLE LII
LONGEVITY

52.1: All regular full-time employees having completed five (5) years, or more, of continuous regular employment prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer. Payment to employees who become eligible to receive a longevity bonus, shall be paid the same the first regular pay day of December. Employees who retire before December 1, shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1 to the date of cessation of their active employment.

52.2: Employees whose employment terminates for other reasons prior to December 1, shall not be eligible to receive a longevity bonus.

52.3: Employees on unpaid leaves of absence in excess of thirty (30) days for reasons other than illness, shall not be eligible to receive a longevity bonus. Employees on unpaid leaves of absence due to illness during the twelve (12) month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorata payment based on the number of complete months he/she received full compensation.

52.4: The longevity bonus payment schedule shall be as follows:

<u>Continuous Service</u>	<u>Annual Bonus</u>
5 years or more, but less than 11 years	\$150.00
11 years or more, but less than 16 years	\$175.00
16 years or more years	\$200.00

52.5: Effective January 1, 1986, the longevity bonus payment schedule shall be as follows:

<u>Continuous Service</u>	<u>Annual Bonus</u>
5 years or more, but less than 11 years	1% of current base salary
11 years or more, but less than 16 years	2% of current base salary
16 years or more years	3% of current base salary

ARTICLE LIII
PERSONAL LEAVE DAYS

53.1: Employees shall be entitled to three (3) personal leave days per year. Personal leave days shall not accumulate from year to year.

53.2: Two (2) such personal leave days shall be deducted from the employee's accumulated sick time. One (1) such personal leave day shall be in addition to all other time off and shall not be deductible from sick leave. Employees must have the prior approval of the Sheriff before personal leave days are used.

53.3: ~~Personal leave days shall not be allowed to be taken~~ for the first six (6) months of employment. Personal leave days will be prorated on a monthly basis, based upon the commencement of the anniversary date of the employee.

ARTICLE LIV
NON-DISCRIMINATION

54.1: The parties to this Agreement shall not discriminate predicated upon age, religion, physical handicap, sex, marital status, race, creed, or national origin, as required by law.

ARTICLE LV
SAVINGS CLAUSE

55.1: If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE LVI
WAIVER

56.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE LVII
EFFECTIVE DATE AND TERMINATION OF AGREEMENT

57.1: This Agreement shall remain in full force and effect commencing on the 1st day of January, 1985, through the 31st day of December, 1987. Either party may serve upon the other a notice no earlier than one hundred twenty (120) days prior to the expiration of this Agreement as noted above, that they wish to enter into collective bargaining sessions to negotiate a new contract. In the event of receipt of such notice, the parties shall determine mutually agreeable times and shall commence negotiations for a new contract.

ARTICLE LVIII
CLASSIFICATION AND WAGES

58.1:

	<u>DEPUTIES</u>		
	<u>1-1-85</u>	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$16,275	\$17,089	\$17,943
1 Year	18,564	19,492	20,467
2 Years	20,871	21,914	23,010
3 Years	22,031	23,133	24,289
4 Years	23,711	24,897	26,141
5 Years	24,150	25,357	26,625

DETECTIVES

	<u>1-1-85</u>	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$16,275	\$17,089	\$17,943
1 Year	18,564	19,492	20,467
2 Years	20,871	21,914	23,010
3 Years	22,031	23,133	24,289
4 Years	23,711	24,897	26,141
5 Years	25,200	26,460	27,783

DISPATCHERS

	<u>1-1-85</u>	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$11,607	\$12,187	\$13,406
1 Year	14,042	15,447	16,991
2 Years	14,653	16,118	17,730
3 Years	15,267	16,793	18,473
4 Years	15,873	17,460	19,206

CORRECTIONS OFFICERS (Hired before 1-1-87) See attached listing

	<u>1-1-85</u>	<u>1-1-86</u>	<u>1-1-87</u>
Start	\$16,275	\$17,089	See below
1 Year	18,564	19,492	\$20,467
2 Years	20,871	21,914	23,010
3 Years	22,031	23,133	24,289
4 Years	23,711	24,897	26,141
5 Years	24,150	25,357	26,625

Corrections Officers identified as:


R. Michaels	N. Deering
L. Erdman	C. Smigielski
J. Wagner	T. Kreager
R. Woodworth	F. Beaupre
G. Grubaugh	E. Frech

CORRECTIONS OFFICERS (Hired after 1-1-87)

	<u>1-1-87</u>
Start	\$15,925
1 Year	17,995
2 Years	19,794
3 Years	21,196
4 Years	22,256
5 Years	23,369

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:



William Birdseye
Business Agent

BOARD OF COMMISSIONERS,
LIVINGSTON COUNTY, MICHIGAN:




SHERIFF, LIVINGSTON COUNTY,
MICHIGAN:




Dennis DeBurton

LIVINGSTON COUNTY DEPUTY
SHERIFFS ASSOCIATION:



Al Perry, President



Al Steinaway, Secretary



Cheryl Smigielski, Treasurer

APPENDIX A

C.E.T.A. AND/OR FEDERALLY FUNDED EMPLOYEES

The Employer and the Union mutually agree that all employees hired as a result of or by utilization of C.E.T.A. and/or federal funding shall be covered by this collective bargaining agreement.

In the event there exists a conflict between federal rules and/or guidelines and this collective bargaining agreement, the applicable federal rules and/or guidelines shall prevail.

C.E.T.A. and/or federally funded employees shall be subject to the following guidelines:

1. The maximum salary allowable for C.E.T.A. or federally funded employees shall be the maximum salary as established by C.E.T.A. and/or federal rules.
2. The maximum duration for employment shall be in accordance with C.E.T.A. and/or federal rules.
3. In the event of layoff, C.E.T.A. and/or federally funded employees will be laid off first before "regular funded" personnel in the same classification.
4. C.E.T.A. and/or federally funded employees shall not be entitled to a preferential hiring status in the event a full-time regular county funded position becomes available or their position becomes a full-time regular funded position.

CHECK-OFF AUTHORIZATION FORM

I hereby request and authorize you to deduct from wages hereafter earned by me, while in the employ of the Livingston County Sheriff, my Union dues of \$_____ or representation fee of \$_____ per month. The amount deducted shall be paid to the Treasurer of the Union, according to the Agreement reached between the Employer and the Union. I recognize that by executing this authorization form, I will be bound to the Union security and check-off for the duration of this Agreement or the termination of my employment.

PRINT: _____ (Last Name) _____ (First Name) _____ (Middle Initial)

Address _____

City _____ State _____

(Social Security Number)

DATE DEDUCTION IS TO START:

_____/_____
Month Year

(Signature of Employee)

(Department)

Date Signed:
